



**Order under Section 94
Residential Tenancies Act, 2006**

Citation: MEDALLION CORPORATION v PEARSON, 2022 ONLTB 14535

Date: 2022-12-19

File Number: CEL-98924-21/LTB-L-070712-22

In the matter of: 620, 64 BRAMALEA ROAD
BRAMPTON ONTARIO L6T2W8

Between: Medallion Corporation Landlord

And

Todd Pearson Tenant

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict TODD PEARSON (the 'Tenant') because:

- the rental unit is the superintendent's premises and the Tenant's employment as superintendent has ended.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 8, 2022.

Only the Landlord's Legal Representative, Maria Jelic, attended the hearing.

As of 1:23 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. For the reasons that follow the Landlord's application with respect to compensation is granted.
2. The Landlord's L2 application sought termination of the tenancy based on the Tenant's dismissal as building superintendent. The Tenant vacated the rental unit on August 19, 2021. The Tenant was still in possession of the rental unit as of the date the application was filed.
3. The Landlord's Legal Representative submitted that the Tenant lived in a superintendent's unit and his employment as superintendent was terminated on February 17, 2021. As the

Tenant has vacated, the Landlord is seeking an order for the rent from February 25, 2021, which takes into account the 7-day legislated rent-free period, to August 19, 2021. This period totals 175 days.

4. The monthly rent is \$2,025.00. The Landlord's Legal Representative requested to amend the application to indicate this amount as the correct rent. The request was granted as the Landlord's evidence package is clear as to what the monthly rent is. The Tenant received a copy of the package, therefore there is no prejudice as he is aware of the amount of the rent.
5. Based on the Monthly rent, the daily compensation is \$66.58. This amount is calculated as follows: \$2,025.00 x 12, divided by 365 days. Therefore, the amount owed is 175 days times \$66.58 for a total of \$11,651.50.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The total amount the Tenant owes is \$11,837.50.
8. There is no last month's rent deposit.
9. It should be noted that this application was originally CEL-98924-21; the new file number assigned to it is LTB-L-070712-22.
10. This order contains all the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 19, 2021, the date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenant shall pay to the Landlord \$11,651.50 for rent from February 25, 2021 to August 19, 2021.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application
4. The total amount the Tenant owes the Landlord is \$11,837.50.
5. If the Tenant does not pay the Landlord the full amount owing on or before December 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 31, 2022 at 3.00% annually on the balance outstanding.

December 19, 2022

Date Issued

Diane Wade

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

