



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

**Citation:** WELA HOLDINGS LIMITED v Gifawossen, 2022 ONLTB 14120

**Date:** 2022-12-09

**File Number:** LTB-L-008090-22

**In the matter of:** 216, 170 SENTINEL RD  
NORTH YORK ON M3J1T5

**Between:** WELA HOLDINGS LIMITED Landlord

**And**

Binyam Gifawossen Tenant

WELA HOLDINGS LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict Binyam Gifawossen (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 July 12, 2022.

The Landlord, Landlord's representatives Bryan Rubin and Sabrina Sciulli, the Landlord's Agent Christopher VandenDool(CV), and the Tenant attended the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, termination is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. Based on the Monthly rent, the daily compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. There is no last month's rent deposit.
6. The Landlord terminated the employment of the Tenant on January 21, 2022. The Landlord provided a copy of the letter into evidence dated January 21, 2022 confirming employment termination.

7. CV, the Landlord's agent, testified that the Tenant started working as the building's superintendent on May 07, 2021 but was living off-site. The Tenant's employment became official on July 01, 2021 and he moved into the building as the building's superintendent.
8. The Landlord terminated the Tenant's employment due to reconstructing on January 21, 2022 and gave the Tenant until January 31, 2022 to vacate the unit. However, the Tenant did not vacate, and he remains in possession.
9. The Tenant claims that he was a Tenant before he became the superintendent and wants to continue living in the same unit and pay rent, even though he is no longer working as the superintendent.
10. Pursuant to section 93(3) of the Residential Tenancies Act, 2006 (the 'Act'), the Tenants are not responsible for rent from January 22, 2022 through January 29, 2022.
11. Based on the evidence before me, I am satisfied on a balance of probabilities, that the Tenant was employed as a building superintendent, that he continued to occupy the rental unit designated for a building superintendent to the date of the hearing, and that his employment has been terminated.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The tenancy is terminated as of December 20, 2022, pursuant to section 94 of the RTA. Given that the Tenant's employment ended over ten months ago, and he has had ample time to find another residence, it would be unfair to delay termination.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 20, 2022.
2. The Tenants shall pay to the Landlord \$17,689.01 which is made up of the following:
  - compensation owing for February 1, 2022 to November 30, 2022, and per-diem from December 01 2022 to the date of this order.
  - \$186.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by December 20, 2022.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 20, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 21, 2022 at 2.00% annually on the balance outstanding.
5. The Tenants shall pay the Landlord \$55.89 per-diem from December 10, 2022 to the date he vacates.
6. If the unit is not vacated on or before December 20, 2022, then starting December 21, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after December 21, 2022.

**December 9, 2022**

**Date Issued**

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Percy Laryea

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on June 21, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.