



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

Citation: KOFI CAPITAL 2 LTD. v Lalonde, 2022 ONLTB 9470

Date: 2022-10-19

File Number: LTB-L-001836-22

In the matter of: B-1, 15 THORBURN AVE
TORONTO ON M6K1C4

Between: KOFI CAPITAL 2 LTD. Landlord

And

Joseph Lalonde Tenant/Superintendent

KOFI CAPITAL 2 LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Lalonde (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 September 2, 2022.

Only the Landlord's Legal Representative David Ciobotaru and the Landlord's Agent Chaim Fink attended the hearing.

As of 9:45 A.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. 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, the eviction is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord accepted the superintendent's resignation from his employment with effect as of September 1, 2021. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
4. The Tenant was required to pay the Landlord \$36.16 in daily compensation for use and occupation of the rental unit for the period from December 23, 2021. The Landlord did not seek overholding rent for the period between September 1, 2021 and December 22, 2021.

5. Based on the Monthly rent, the daily compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

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 October 30, 2022.
2. If the unit is not vacated on or before October 30, 2022, then starting October 31, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 October 31, 2022.
4. The Tenant owes the Landlord daily compensation in the amount of \$36.16 commencing December 23, 2021.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before October 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from October 31, 2022 at 4.00% annually on the balance outstanding.

October 19, 2022
Date Issued

Robert Patchett
Vice Chair, 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 April 30, 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.