



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

**File Number:** LTB-L-086410-24

**In the matter of:** 707, 230 DENISTOUN ST  
WELLAND ON L3C7B4

**Between:** Equiton Residential Income Fund LP

**And**

Brandon Houser

I hereby certify this is a  
true copy of an Order dated

**APR 22, 2025**

*Laura Hartalief*

Landlord and Tenant Board

Landlord

Tenant

Equiton Residential Income Fund LP (the 'Landlord') applied for an order to terminate the tenancy and evict Brandon Houser (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 April 15, 2025.

Only the Landlord's resident manager, Roxanne Munn, attended the hearing.

### **Determinations:**

1. The hearing was scheduled to begin at 9:00am. As of 9:30am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord.
2. In particular, the Landlord provided a certificate of service which confirms that the Landlord served the Tenant with the notice of hearing by placing under the door of the rental unit on December 11, 2024. I am therefore satisfied that the Tenant was properly served with the notice of hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.
3. 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.
4. The Tenant was in possession of the rental unit on the date the application was filed. The Tenant was hired by the Landlord as a Superintendent on April 7, 2024. The Landlord provided a copy of the employment contract between the parties which confirms that the Tenant was hired as a Superintendent and the rental unit was part of that employment agreement.

5. The Landlord terminated the employment of the Tenant on September 19, 2024. At the hearing, the Landlord provided a copy of a termination letter dated September 19, 2024, which confirms that the Tenant's employment as a Superintendent was terminated on that date. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
6. The Tenant was required to pay the Landlord \$13,614.80 in daily compensation for use and occupation of the rental unit for the period from September 26, 2024, to April 15, 2025. This time period is calculated based on the requirements set out in section 93(3) of the *Residential Tenancies Act, 2006* (the 'Act').
7. Based on the Monthly rent, the daily compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. 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.

**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 May 3, 2025.
2. If the unit is not vacated on or before May 3, 2025, then starting May 4, 2025, 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 May 4, 2025.
4. The Tenant shall pay to the Landlord \$13,614.80, which represents compensation for the use of the unit from September 26, 2024, to April 15, 2025.
5. The Tenant shall also pay the Landlord compensation of \$67.40 per day for the use of the unit starting April 16, 2025, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$13,800.80.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 3, 2025, the Tenant will start to owe interest. This will be simple interest calculated from May 4, 2025, at 5.00% annually on the balance outstanding.

**April 22, 2025**  
**Date Issued**

  
\_\_\_\_\_  
Laura Hartsliet  
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 November 4, 2025 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.