



Order under Section 94 Residential Tenancies Act, 2006

File Number: LTB-L-022824-26

In the matter of: 820, 2025 OTHELLO AVE
OTTAWA ON K1G3R4

Between: Osgoode Properties Landlord

And

Bradley Philips Tenant

Osgoode Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Philips (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 June 11, 2026.

The Landlord's Legal Representative, Anne Skelly, and the Landlord's Agent, Debra Beaudoin, attended the hearing.

As of 9:20 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 the claim for compensation in the application. Therefore, the Tenant must pay to the Landlord \$3,406.44 which represents compensation and the application filing fee on or before June 27, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on April 1, 2026. As such, only the claim for compensation will be considered.

4. The Landlord's Agent indicated that the Tenant was employed by the Landlord as a superintendent which began on April 14, 2025 and that his employment terminated on February 5, 2026. In the employment contract, market rent was established at \$2,084.00.

5. Section 93(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

If a landlord has entered into a tenancy agreement with respect to a superintendent's premises, unless otherwise agreed, the tenancy terminates on the day on which the employment of the tenant is terminated.

6. Section 93(2) of the Act states that the tenant shall vacate superintendent's premises within one week after the tenancy terminates. Section 93(2) of the Act states that the Landlord shall not charge a tenant rent or compensation from the Tenant with respect to the one-week period mentioned in 93(2) of the Act.

7. Based on the uncontested evidence before me, I find that the rental unit is the superintendent premise and that the Tenant's employment as a superintendent terminated on February 5, 2026, which meant that in accordance with section 93(2) of the Act, the Tenant had one week to vacate. The Tenant remained in the rental unit and did not pay any rent and as such, the Landlord is entitled to daily compensation up to the date the Tenant vacated.

Daily Compensation

8. The Landlord is requesting daily compensation for the use and occupation of the rental unit to commence on February 14, 2026 up to the date the Tenant vacated on April 1, 2026. This amount equals \$3,220.44.

9. Based on the monthly rent, the daily compensation is \$68.52. This amount is calculated as follows: \$2,084.00 x 12, divided by 365 days.

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 1, 2026.
2. The Tenant shall pay to the Landlord \$3,220.44, which represents compensation for the use of the unit from February 14, 2026 to April 1, 2026.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$3,406.44.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Paula West Oreskovich
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.