



**Order under Section 69 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-108547-25

In the matter of: Main + Upper Unit, 8101 BROOKSIDE DR
NIAGARA FALLS ON L2H3T9

Between: Nidhi Uppal Landlord

And

Kristopher Burnett-Ackerman Tenant

Nidhi Uppal (the 'Landlord') applied for an order to terminate the tenancy and evict Kristopher Burnett-Ackerman (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

Nidhi Uppal (the 'Landlord') also applied for an order requiring Kristopher Burnett-Ackerman (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Nidhi Uppal (the 'Landlord') also applied for an order requiring Kristopher Burnett-Ackerman (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on February 2, 2026.

Only the Landlord attended the hearing.

As of 1:13 pm, 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. The Landlord requested to withdraw the portions of the application for the damage and utilities and only proceed on the portion for illegal activities and I consented.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On December 26, 2025, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains, in part, the following allegations:

The tenant rented the main floor and 2nd floor only. The basement was a separate unit not included in the lease. Without the landlord's knowledge or consent, the tenant gained unauthorized access to the basement unit and used it to operate an illegal methamphetamine production lab. On December 23rd 2025, Niagara regional police service executed a search warrant at the property due to the illegal activity.

5. The Landlord testified that the police attended the complex on December 23, 2025 and the Tenant was arrested and charged with, among many other charges, the production of a scheduled 1 substance (crystal meth) and possession of that drug for the purpose of trafficking. A copy of the Niagara Regional Police Service Report was submitted as evidence.
6. The Landlord further testified that the Tenant was producing the drugs in the separate basement apartment which he had illegally broken into.
7. Based on the uncontested evidence, I find that the Tenant, has committed an illegal act, trade, business or occupation involving the production of an illegal drug and possession of an illegal drug for the purposes of trafficking in the residential complex.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$61.89 is owing to the Tenant for the period from February 21, 2025 to February 2, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

11. The Landlord is seeking termination the tenancy.
12. The Tenant did not attend the hearing to present any evidence or submissions in support of granting relief from eviction.
13. 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 February 17, 2026.
2. If the unit is not vacated on or before February 17, 2026, then starting February 18, 2026, 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 February 18, 2026. ; **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$3,161.89 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

February 12, 2026

Date Issued

Brenda Mercer

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 August 18, 2026 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.