



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098271-25

In the matter of: 309, 143 CONCESSION ST
CAMBRIDGE ON N1R2H6

Between: Regional Municipality of Waterloo Landlord

And

Simone Kelly Tenant

Regional Municipality of Waterloo (the 'Landlord') applied for an order to terminate the tenancy and evict Simone Kelly (the 'Tenant') because:

- 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 9, 2026.

Only the Landlord's Agents Sean Leary and Lyuba Shelukhina attended the hearing.

As of 11:11 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 tenancy between the Landlord and the Tenant is terminated as of May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 19, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on the same date, with a termination date of December 1, 2025. The notice of termination alleges that the Tenant assaulted a cleaning contractor of the Landlord within the residential complex.

4. The Landlord's Agent Sean Leary ('SA') testified that he is an employee of the Landlord and on November 19, 2025 he was in the office of the residential complex when he heard a scream. Upon exiting from the office he observed the Tenant with her hand extended towards the neck of a cleaner in the foyer of the residential complex.
5. SA further stated that police were called and attended the residential complex, but the cleaner did not wish to press charges.
6. After the incident SA reviewed security video footage from the foyer of the residential complex which shows a cleaner in the foyer waiting for an elevator when the Tenant approaches and puts her arms around the cleaner's neck and pushes her into the elevator doors. A copy of the video was produced as evidence at this hearing.
7. Based on the uncontested evidence of the Landlord's Agent Sean Leary and the supporting evidence noted above. I am satisfied that the Tenant has seriously impaired the safety of a person at the residential complex by engaging in an assault.

Daily compensation

8. The Tenant was required to pay the Landlord \$1,839.46 in daily compensation for use and occupation of the rental unit for the period from December 2, 2025 to March 9, 2026.
9. Based on the monthly rent, the daily compensation is \$18.77. This amount is calculated as follows: \$571.00 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.
11. There is no last month's rent deposit.

Relief from eviction

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 not be unfair to postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
13. The Landlord's Agent Lyuba Shelukhina works for Inderwell Supportive Housing and provides support services to the Tenants in the residential complex. She testified that since the incident the Tenant's behaviour issues have been increasing and she is verbally aggressive towards other Tenants and staff within the residential complex.
14. The Landlord sought termination of the tenancy due to the serious impairment of safety caused by the Tenant, but is agreeable to a delayed termination of the tenancy to provide the Tenant with an opportunity to work with her supports to find alternative housing that can provide her with increased support to assist her. The Tenant failed to appear at this hearing to provide submissions regarding their circumstances for the Board's consideration.
15. I find that due to the activity of the Tenant the tenancy should be terminated as there has been serious risk to others on the residential complex. However, based on the testimony

and submissions of the Landlord's Agents and having considered all disclosed circumstances a delayed eviction is appropriate.

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 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.
4. The Tenant shall pay to the Landlord \$1,839.46, which represents compensation for the use of the unit from December 2, 2025 to March 9, 2026, less any amounts previously paid to the Landlord.
5. The Tenant shall also pay the Landlord compensation of \$18.77 per day for the use of the unit starting March 10, 2026 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 must pay the Landlord is \$2,025.46, less any amounts previously paid to the Landlord.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 20, 2026
Date Issued

Sean Ramage
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 October 26, 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.