



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-103588-25

In the matter of: 17, 144 HIGHLAND RD W
KITCHENER ON N2M3B8

Between: King Street Holdings Ltd. Landlord

And

Keri DeRosie Tenant

King Street Holdings Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Keri DeRosie (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; (N6 Notice)
- 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. (N7 Notice)

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 Legal Representative Peter Schroeder and the Landlord's Agent Aniket Shirke 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 tenancy between the Landlord and the Tenant is terminated effective May 5, 2026.

2. At the commencement of the hearing the Landlord's Legal Representative advised that he has been in contact with the Tenant's father and that the Tenant had signed an authorization to permit her family to enter her rental unit to retrieve and provide her with her mail as she is currently incarcerated.
3. The Landlord's Legal Representative also sent the Tenant's father an email advising of today's hearing date and used best efforts to ensure the Tenant and her family were aware of today's hearing.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Landlord's application is preceded by an N6 notice of termination ('N6 Notice') and an N7 notice of termination ('N7 Notice'), both deemed served on December 7, 2025. The termination date on the N6 Notice and N7 Notice is December 31, 2025.
6. The Landlord's N6 Notice and N7 Notice rely on identical allegations in which the Landlord alleges that on November 17, 2025, the Tenant committed the illegal act of first degree murder.
7. Emma Storey, solicitor for the Waterloo Regional Police Service testified that on November 17, 2025, Waterloo Regional Police Services attended at the residential complex at 144 Highland Road West, and upon completing an investigation charged the Tenant with the first degree murder of another individual within the residential complex under information 982544107679. As the criminal proceeding is ongoing, she was unable to comment on any further details.
8. The Landlord's Agent Anikit Shirke testified that she is the property manager for the Landlord and on the date of the incident Waterloo Regional Police Service had sealed off a portion of the residential complex and believes the incident occurred in unit 5 where the victim resided. She further testified that while speaking with the victim's brother she learned the victim had passed away.

N6 Notice – Illegal Act

9. Based on the uncontested evidence before me I find on a balance of probabilities that the Tenant committed an illegal act, in particular first degree murder contrary to section 235(1) of the *Criminal Code* and, further, that this act occurred in the residential complex.

N7 Notice – Serious Impairment of Safety

10. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, have the Tenant's actions put someone at serious risk of physical harm?
11. In this matter based on the uncontested evidence and testimony before me, the act or acts of the Tenant caused the death of the victim. I am therefore, of the opinion that the Tenant's conduct constituted a serious impairment of safety to another person.

12. In my view, based on the gravity and consequences of the Tenant's conduct, and the impact of the Tenant's conduct, and the consequences thereof, on the other tenants of the residential complex and the Landlord, it is appropriate to request that the enforcement of this order be expedited.

Daily compensation, NSF charges, rent deposit

13. The Tenant was required to pay the Landlord \$1,238.42 in daily compensation for use and occupation of the rental unit for the period from January 1, 2026 to March 9, 2026.
14. Based on the monthly rent, the daily compensation is \$25.23. This amount is calculated as follows: \$767.55 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Relief from eviction

17. 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. No one appeared at the hearing on behalf of the Tenant to provide any circumstances to support granting relief from eviction.

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 5, 2026.
2. If the unit is not vacated on or before May 5, 2026, then starting May 6, 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 May 6, 2026. ; **The Sherrif is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$1,238.42, which represents compensation for the use of the unit from January 1, 2026 to March 9, 2026.
5. The Tenant shall also pay the Landlord compensation of \$25.23 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 \$1,424.42.

8. If the Tenant does not pay the Landlord the full amount owing on or before May 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 6, 2026 at 4.00% annually on the balance outstanding.

April 30, 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 November 6, 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.