



Order under Section 69 Residential Tenancies Act, 2006

Citation: 240 WATER STREET HOLDINGS CORP. v BOOMHOUR, 2026 ONLTB 11408

Date: 2026-02-05

File Number: LTB-L-103578-25

In the matter of: 204, 240 WATER ST W
NAPANEE ON K7R1X1

Between: 240 WATER STREET HOLDINGS CORP. Landlord

And

ADAM BOOMHOUR Tenant

240 WATER STREET HOLDINGS CORP. (the 'Landlord') applied for an order to terminate the tenancy and evict ADAM BOOMHOUR (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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 January 26, 2026.

Only the Landlord's Legal Representative, Angie Gravelle attended the hearing.

As of 9:26 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, a termination order shall be issued terminating the tenancy between the Landlord and the Tenant.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 28, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on December 3, 2025. The termination notice set out the date for termination as

February 28, 2026. The notice of termination alleged that the Tenant has persistently paid the rent late for the previous 10/13 months and attached a detailed ledger confirming this information.

4. Further, Ms. Gravelle advised me that December's rent was paid on December 4, 2025 and that the Landlord had received no payment for January's rent as of today's date. The Tenant has paid the rent late 12 out of the last 15 months.
5. On the basis of the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.
6. The Landlord's Representative sought eviction of the Tenant.
7. I asked the Landlord's Representative to disclose any circumstances that they were aware of in accordance with subsection 83(2) of the *Residential Tenancies Act*, 2006 (the "Act") and they stated that they were not aware of any circumstances under this section.

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 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$29.38 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026

Date Issued

Carrie Bertrand

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 September 1, 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.