



Order under Section 69 Residential Tenancies Act, 2006

Citation: GRANGE TOWER DEVELOPMENTS LTD. v MURETICH, 2026 ONLTB 5074

Date: 2026-01-16

File Number: LTB-L-085979-25

In the matter of: 425, 20 SAINT PATRICK ST
TORONTO ON M5T2Y4

Between: GRANGE TOWER DEVELOPMENTS LTD. Landlord

And

LOUISE MURETICH Tenant

GRANGE TOWER DEVELOPMENTS LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict LOUISE MURETICH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026.

The Landlord's representative Emily Barbati and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,288.57. It is due on the 1st day of each month.
4. The Tenant has paid \$2,570.00 to the Landlord since the application was filed.
5. The rent arrears owing to January 31, 2026 are \$5,028.92.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$5,214.92.

8. As explained below, 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
9. The Tenant has lived alone in the rental unit, which is a studio apartment, for 18 years. The Tenant is 77 years old and has never been in arrears before now. Arrears were incurred between August and November because the Tenant has lost her employment and employment insurance expired. She has had difficulty finding another job; however, she receives Old Age Security and Canada Pension Plan and now Guaranteed Income Supplement.
10. Based on the information provided by the Tenant regarding her income and expenses, I find the Tenant can afford this tenancy. The Tenant agrees she has expenses which are not entirely reasonable and may be able to reduce those expenses, further increasing discretionary funds to pay the arrears. She is asking for a payment plan of \$200.00 which will have the arrears paid in 26 months. Although that is a significant period of time, it is not unreasonable in my view in the circumstances.
11. The Landlord submitted that a payment plan should be denied because the Tenant may choose to prioritize other expenses over the rent, however I have no evidence before me that she has previously done so. Although I agree with the landlord that the Tenant has little discretionary income and will have to budget extremely well, there is no evidence that she is not willing and able to do so.
12. Balancing the Tenant's circumstances and the prejudice to her of alternate housing at her current rate, with any unfairness due to the length of the payment plan, I find it not unfair to grant the Tenant a conditional order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,214.92 for arrears of rent up to January 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$200.00 each month beginning February 20, 2026 to and including February 20, 2028.
 - \$14.92 on or before March 20, 2028
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026 to and including March 1, 2028, or until the arrears are paid in full, whichever date is earliest.

4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 16, 2026

Date Issued

Julie Broderick

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.