



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ambassador Huron Apartments v Grayor, 2026 ONLTB 33134

Date: 2026-04-29

File Number: LTB-L-012416-26

In the matter of: 310, 1725 NORTHWAY AVE
WINDSOR ON N9B3M1

Between: Ambassador Huron Apartments Landlord

And

Jo-Anne Grayor Tenant

Ambassador Huron Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Jo-Anne Grayor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 16, 2026.

The Landlord's legal representative, C. Parrott, 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 \$963.00. It is due on the 1st day of each month.
4. The Tenant has paid \$3,206.00 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2026 are \$3,450.00.
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 \$3,636.00.

8. The Tenant is a 74 year old lady who lives in the rental unit on her own. She has lived in the unit for 16 years. She said that she got behind on her rent payments because there was a death in the family. She also said that her worker's compensation payments, which make up most of her income, have fluctuated over the years. The Tenant admits that she has not reached out to the Landlord to inform them of her financial issues, nor to discuss repayment. However, she said that she wants to remain in the rental unit, and she proposed to pay \$200.00 per month towards the arrears in addition to the monthly rent.
9. The Tenant said that her income is made up of worker's compensation, OAP and CPP, for about \$2,000.00 per month. She said that her main expenses, besides rent, are food, life insurance of \$70.00, car insurance of \$161.00, internet and phone of about \$80.00 per month. She said that she has a balance on her credit card, and she is only able to pay \$27.00 per month that covers only the accruing interest. She said that she is waiting for an inheritance from her brother that amounts to approximately \$4,000.00.
10. The Landlord requests a standard termination order, but they are willing to extend the termination date. The Landlord submits that they have been patient, as the arrears have been accruing over a period of almost three years.
11. 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 for the reasons that follow. The Tenant's financial circumstances are very limited, and her major benefit payment fluctuates. Based on that evidence, I find that she will not be able to comply with a payment plan of \$200.00 extra per month for a lengthy period of time. She has been overpaying the rent for at least a couple of months in an attempt to make up the arrears. Consequently, I find that it is not unfair to give her more time to receive her anticipated inheritance which will enable her to pay off the arrears in full. It is more realistic for the Tenant to have only a few months of \$200.00 payments, with a larger lump sum payment in a few months time, when she will have received the inheritance. That plan will provide the Tenant a reasonable opportunity to maintain her long-term tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,636.00 for arrears of rent, and costs, up to April 30, 2026.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - (a) \$200.00 on or before May 15, 2026,
 - (b) \$200.00 on or before June 15, 2026,
 - (c) \$200.00 on or before July 15, 2026,
 - (d) The balance of \$3,036.00 on or before August 15, 2026.

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing, no later than the first day of each month, for the period commencing May 2026, up to and including August 2026, 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 April 30, 2026.

April 29, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.