Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-025437-25

In the matter of: 0502, 115 DOWLING AVE
TORONTO ON M6K3A3

Between: AMSTAR POOL I LP — Landlord

And

Jechelle Claor
Crisaly Marasigan — Tenants

Amstar Pool I LP (the 'Landlord') applied for an order to terminate the tenancy and evict Jechelle Claor and Crisaly Marasigan (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 8, 2025.

The Landlord and the Tenant, Crisaly Marasigan, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is $2,073.61. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is $68.17. This amount is calculated as follows: $2,073.61 x 12, divided by 365 days.
5. The Tenants have paid $3,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2025, are $7,202.59.
7. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.
8. The total amount the Tenants owe the Landlord is $7,388.59.

The Affect of the Tenant's Consumer Proposal:

9. The L1 application claims arrears owing up to March 31, 2025.

10. There is no dispute that one of the Tenants, Crisaly Marasigan (CM) filed a consumer proposal under Part III, Division II of the *Bankruptcy and Insolvency Act* (the 'BIA') on May 14, 2025. Section 69.2(1) of the BIA provides that upon filing of a proposal, all proceedings for the recovery of claims provable in bankruptcy are stayed. The term "claims provable in bankruptcy" is defined in s. 121(1) to include all debts and liabilities, to which the bankrupt is subject on the day on which the bankrupt becomes bankrupt. Generally, rent or other amounts owed by a bankrupt tenant when the bankruptcy started are 'provable' and any application that includes the recovery of such amounts is stayed. Accordingly, I find that all of the arrears claimed in the application, any any claim for arrears owing up to the date the consumer proposal was filed – i.e. for rent owing up to May 31, 2025 – are stayed as against CM.

Section 66.34—Restriction on Eviction

11. In addition, once a tenant files a consumer proposal, the ability of the landlord or the LTB to terminate the tenancy based on rent owing as of the date the proposal was filed is restricted. Section 66.34 of the BIA says, in part:

> 66.34 (1) If a consumer proposal has been filed in respect of a consumer debtor, no person may terminate or amend any agreement, including a security agreement, with the consumer debtor, or claim an accelerated payment, or the forfeiture of the term, under any agreement, including a security agreement, with the consumer debtor, by reason only that
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> (a) the consumer debtor is insolvent, or
>
> (b) a consumer proposal has been filed in respect of the consumer debtor
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> until the consumer proposal has been withdrawn, refused by the creditors or the court, annulled or deemed annulled.
>
> (2) Where the agreement referred to in subsection (1) is a lease, subsection (1) shall be read as including the following paragraph:
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> '(c) the consumer debtor has not paid rent in respect of a period preceding the filing of the consumer proposal.'

12. The purpose of section 66.34 is to preserve the tenancy of insolvent tenants who file consumer proposals. To balance the interest of the landlord and the insolvent tenant, the BIA says that section 66.34 does not prohibit a landlord from recovering rent owed by the tenant for a period after the consumer proposal was filed.

Joint Tenancies

13. In the application before me, there is a joint tenancy between the Tenants CM and JC with the Landlord.

14. The application of sections 69.2(1) and 66.31(1) of the BIA is relatively straightforward, where there is a single tenant: (a) an application to recover rent or other amounts that were owed when the bankruptcy started is stayed; (b) the LTB can make an order that the bankrupt tenant pay rent or other amounts that became owed after the bankruptcy started; and (c) the LTB cannot terminate the tenancy and evict a bankrupt tenant based on an L1 application that is based on rent owed when the bankruptcy started, even if rent became owed after the bankruptcy started. However, the situation becomes somewhat more complicated when there is a joint tenancy and not all of the Tenants are bankrupt.

15. A joint tenancy arises when two or more tenants together enter into a tenancy agreement and agree to pay the landlord rent in return for the right to occupy a rental unit, and at the same time, each of them individually makes the same promise to pay rent to the landlord. [See Soucy v Milton Heights Inc, 2015 SKQB 126 (CanLII)]. In a joint tenancy, the tenants are not responsible for separate shares of the rent. They are jointly and severally liable to the landlord for the entire rent. This means that if the rent is not paid, the landlord may pursue any of the joint tenants for the full amount owed.

16. However, s. 179 of the BIA does not prevent a landlord from recovering rent or other amounts owed by a non-bankrupt joint tenant. That provision states:

    179 An order of discharge does not release a person who at the time of the bankruptcy was a partner or co-trustee with the bankrupt or was jointly bound or had made a joint contract with the bankrupt, or a person who was surety or in the nature of a surety for the bankrupt.

17. In addition, in the recent decision of Monterozza *v. Matthews*, 2025 ONSC 203, the Divisional Court found that the bankruptcy of one joint tenant does not stay the entire proceeding as against all non-bankrupt joint tenants. The parties at the hearing where provided an opportunity to provide submissions on the applicability of this case.

18. In the present case before me, the Landlord requested to proceed against the non-bankrupt tenant, Jechelle Claor for the full amount of arrears owing and requested termination of the tenancy. I cannot terminate the tenancy because all of the arrears in the application are a claim provable in bankruptcy and granting eviction based on those arrears would be contrary to s. 66.34 of the BIA.

19. However, in accordance with both s. 179 of the BIA and the decision in Monterozza, I find it appropriate to amend the Landlord’s L1 application to an L9 application for arrears only and order the Tenant JC to pay the rent owing up to May 31, 2025 and both Tenants to pay the rent owing for June and July 2025.

20. To the extent that this represents an amendment to the application, I find that the amendment is appropriate because would not be prejudicial to Jechelle Claor. Although she did not attend the hearing, she had adequate notice of the hearing and the relief being sought against her. I also note that she is related to the other Tenant and would like to

have been aware of both the hearing and the consumer proposal, and she ought to have informed herself of the implications of the consumer proposal for her liability.

21. As a result, Jechelle Claor is solely required to pay the Landlord $3,055.37 for the amount owing up to May 31, 2025, and the Tenants are jointly required to pay the Landlord $4,333.22 for the rent for June and July 2025 and costs.

It is ordered that:

1. The Tenants shall pay the Landlord $4,333.22. This amount includes arrears from June 1, 2025, up to July 31, 2025, plus costs.
2. The Tenant JC shall pay the Landlord $3,055.37. This amount includes arrears owing up to May 31, 2025.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026, at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Vinuri Sivalingam
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.