



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-056433-25

In the matter of: 132 Acacia Rd
Fonthill ON L3B5N5

Between: Danishbir Singh Gill Landlord

And

Marina Mitskopoulos Tenants
George Mitskopoulos

Danishbir Singh Gill (the 'Landlord') applied for an order to terminate the tenancy and evict Marina Mitskopoulos and George Mitskopoulos (the 'Tenants ') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 2, 2025.

Only the Landlord and the Landlord's Legal Representative, Ramadevi Gavisetty, attended the hearing.

As of 2:02 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord's legal representative submitted that they have informed the Tenants about the hearing, and as such the Tenants were aware of the hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue:

1. This application first came before the Board on September 15, 2025. It was adjourned because there was insufficient time to consider the Landlord's application. The Tenants were ordered to pay rent as it came due to the Landlord in the interim, by Interim order LTB-L-056433-25-IN issued on September 23, 2025. The Tenants failed to comply with the Interim Order. They made no payments to the Landlord. The Tenants also failed to attend the adjourned hearing on December 2, 2025.

Determinations:

2. 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.

3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
6. The Tenants have not made any payments since the application was filed.
7. There is no last month's rent deposit.

Assignment in Bankruptcy:

Arrears:

8. This application was filed on July 9, 2025 seeking \$12,483.25 in arrears of rent up to July 31, 2025 including the application filing fee, and termination of the tenancy.
9. On August 27, 2025 both Tenants filed an assignment in bankruptcy.
10. Section 69.3(1) of the federal *Bankruptcy and Insolvency Act* (BIA) provides that upon the bankruptcy of any debtor, no creditor has any remedy against the debtor or the debtor's property, or shall commence or continue any action, execution or other proceedings for the recovery of a claim provable in bankruptcy.
11. A claim provable in bankruptcy is defined as follows; "all debts and liabilities, present or future, to which the bankrupt is subject on the day on which the bankrupt becomes bankrupt" (s. 121(1) of the BIA). This includes all rent owing by the Tenant on the date they filed for bankruptcy. Therefore, rent owing by the Tenants as of the date the Tenants filed for bankruptcy is a claim provable in bankruptcy, and it is subject to the stay imposed by the operation of the BIA.
12. As such, arrears of rent up to August 27, 2025 including the application filing fee in the total amount of \$14,783.25 are a claim provable in bankruptcy.
13. The Landlord is aware of the effect of the BIA; however, the Landlord's position is that the arrears of rent for August 2025 are not a claim provable in bankruptcy, because these arrears are not listed as a liability of the bankrupt Tenants in the bankruptcy Form 79 "Statement of Affairs". This Form 79 says that the Tenants' liability to the Landlord is \$12,483.25 in arrears of rent up to July 31, 2025, and application filing fee. The Landlord argued that because the arrears of rent for August 2025 in the amount of \$2,300.00 are not included in the Form 79, they must be included in this application.
14. I disagree with the Landlord's position. Section 121(1) of the BIA is clear: all debts and liabilities, present or future, to which the bankrupt is subject on the day on which the bankrupt becomes bankrupt are a claim provable in bankruptcy. As the Tenants filed for bankruptcy on August 27, 2025, arrears of rent for August 2025 in the amount of \$2,300.00 which accumulated before the filing for bankruptcy are a claim provable in bankruptcy and

cannot be claimed in this application. The fact that the Tenants failed to include the arrears for August 2025 in their list of liabilities set out in Form 79 does not exclude them from being a claim provable in bankruptcy.

15. As of August 27, 2025 the Tenants owed \$14,783.25 to the Landlord in arrears of rent including the cost of filing the application. This amount is a claim provable in bankruptcy and cannot be claimed in this application.
16. Rent arrears accumulated after the filing of the bankruptcy, that is, September, October, November, December 2025 and January 2026, are not subject to the BIA stay and can be awarded by the Board.
17. In conclusion, all arrears of rent to August 27, 2025 including the application costs are a "claim provable in bankruptcy" (see *Global Royalties Limited v David Brook*, 2015 ONSC 6277) and subject to a stay pursuant to section 69.3(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 (the "BIA"). As such, rent arrears and application filing fee must be pursued through the bankruptcy trustee and cannot be collected or enforced through a proceeding under the *Residential Tenancies Act*, 2006 (the 'Act').

Termination of the tenancy:

18. Section 84.2(2) of the BIA provides that a lease cannot be terminated only for the reason that the debtor has not paid rent in respect of a period preceding the filing of the bankruptcy.
19. Therefore, as a result of the stay on proceedings imposed by the BIA, the Board cannot issue an order requiring the Tenants to pay rent arrears that constitute part of a claim provable in bankruptcy, nor can it terminate the tenancy for non-payment of rent arrears that constitute part of the claim provable in bankruptcy. In *Forestwood Co-operative Homes Inc. v. Pritz*, [2002] O.J. No. 550, the Divisional Court analyzed the relief sought by the Landlord, i.e. arrears as well as a writ of possession, and they determined that both, together, constituted a proceeding that involved a claim provable in bankruptcy. The Court, in that case, found that separating a request for a writ of possession from a money judgment for arrears was artificial, and it flew in the face of the wording of the BIA.
20. Based upon the above, I find that there is a stay on any application by the Landlords to obtain reimbursement of the arrears owed prior to August 27, 2025, or for eviction due to unpaid rent arrears owed prior to August 27, 2025.
21. However, the BIA does not prohibit the termination of leases for non-payment of rent due after the filing for bankruptcy (*Canadian Petcetera Limited Partnership v. 2876 R Holdings Ltd.*, 2010 BCCA 469 at para.31)
22. As such, the Landlord requested that the Board amend the application to claim arrears of rent and termination of the tenancy based on the post filing arrears.
23. Under s. 201(1)(f) of the Act, the Board may, "on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party."

24. The Board's Interpretation Guideline 13 specifies that a Member can do so before, during or after a hearing. Factors to be considered include:

- Any prejudice a party may experience as a result of the amendment,
- Whether the amendment is necessary,
- Any other relevant factors.

25. I am satisfied for the reasons that follow that it is appropriate and not unfair to any party to amend the application at the Landlord's request and on my own motion to seek relief only for the post-filing period.

26. In granting the amendment, I considered both parties' interests and disclosed circumstances. The N4 Notice was not voided, and post-filing arrears accrued. The potential prejudice to the Tenants by making the amendment is balanced by the fact that the Tenants were on notice when served with the application (prior to the bankruptcy filing) that the Landlord was seeking to evict them on the basis of the arrears. Amending the application to specify that termination of the tenancy is only sought on the post-filing arrears should not come as a surprise to the Tenants with the possibility of eviction based on arrears.

27. I find that it is not unfair to amend their application to obtain termination for only arrears owed after the Tenants declared bankruptcy. This approach is consistent with the finding in *Edward v. Niagara Neighbourhood Housing Co-operative Inc.*, 2006 Canlii 16485 (ON SCDC) ['Edward']. In that case, the application was initially filed with the intention to seek the entire amount of arrears owed, some of which were subject to the stay imposed by section 69.3 of the BIA. The applicant then chose to proceed to seek relief only in relation to the post-bankruptcy arrears. The Div. Court wrote "The effect of a stay under s. 69.3 should be limited to the words of the provision; the stay operates as against the recovery of a claim provable in bankruptcy. There is nothing in the judgment that violates the BIA." They were referring to the order to pay the post bankruptcy arrears. The Div. Court also took account of the fact that the applicant had no notice of the bankruptcy until after it commenced the proceedings. In this application before me, as well, the Landlord would have had no idea that the Tenants would declare bankruptcy after the Landlord served the notice of termination and filed this application.

28. I find, on the basis of the same reasoning in *Edward*, that the Landlords' request for a termination order for post-bankruptcy arrears does not violate any of the provisions of the BIA.

29. In conclusion, termination of the tenancy based on post bankruptcy arrears may be claimed in this application.

Relief from eviction:

30. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants have made no payments despite having been ordered to do so by an interim order of the

Board issued on September 23, 2025. The Landlord had attempted negotiations with the Tenants, including a payment plan, however the TTs made no payments. The Tenants are currently living rent-free while the Landlord is severely financially prejudiced. The Landlord should not be required to continue to grant credit, It would be unfair to permit this to continue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,314.00 if the payment is made on or before January 24, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 24, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 24, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,865.24. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting December 3, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 24, 2026, then starting January 25, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 January 25, 2026.

January 13, 2026
Date Issued

 Jana Rozehnal
 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 expires on July 25, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 24, 2026

Rent Owing To January 31, 2026 (only rent owed for months of September 2025 through January 2026, after bankruptcy of August 27, 2025)	\$11,314.00
Total the Tenant must pay to continue the tenancy	\$11,314.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date (only rent owed for months of September 2025 through January 2026, after bankruptcy of August 27, 2025)	\$6,865.24
Total amount owing to the Landlord	\$6,865.24
Plus daily compensation owing for each day of occupation starting December 3, 2025	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	