



Order under Section 88.2 / 89 Residential Tenancies Act, 2006

Citation: Boucher v Pattison, 2026 ONLTB 4103

Date: 2026-01-14

File Number: LTB-L-044407-25

In the matter of: 164 Landry Street
Azilda ON P0M1B0

Between: Lynn Boucher Landlord

And

Kayla Pattison Former Tenants
Adrian Pokonzie

Lynn Boucher (the 'Landlord') applied for an order requiring Kayla Pattison and Adrian Pokonzie (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on January 8, 2026.

The Landlord, the Landlord's legal representative, A. Cassidy, and the Former Tenant, A. Pokonzie, attended the hearing.

Determinations:

1. The Former Tenants vacated the rental unit on June 30, 2024, and the Landlord filed her application on May 30, 2025. The Landlord alleges that the Former Tenants owe her for unpaid utilities and damage to the rental unit.
2. It is undisputed that the Former Tenant, A. Pokonzi (AP), filed a consumer proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985 ('BIA') on November 4, 2025, and he submitted into evidence a Notice of Stay of Proceeding.

3. It is undisputed that the other Former Tenant, AP's spouse, K. Pattison (KP), also filed for a consumer proposal on December 9, 2025, and AP submitted into evidence all the documents related to KP's consumer proposal, including a list of creditors.
4. It is undisputed that, although both Former Tenants were aware of the Landlord's L10 application when they filed their respective consumer proposals, they did not list it in their List of Creditors with claims of \$250 or more.
5. The Landlord submits that a stay of proceedings should not apply to the Landlord's L10 application because the Former Tenants did not list this L10 application in their respective lists of creditors.
6. AP said that he was unaware that he was obligated to list the Landlord's L10 application in the list of creditors.
7. The objective of a consumer proposal is to allow insolvent individuals to reach an agreement with their creditors to avoid bankruptcy, and to have the ability to have a fresh start with their finances. Creditors agree to accept less than what they are owed, but they will receive more than they would receive were the individual to go bankrupt.
8. Section 69.2 of the BIA has an impact on this proceeding before the Board. Section 69.2 of the BIA creates an automatic stay intended to prevent creditors from establishing or recovering a debt until it is determined whether a successful consumer proposal is possible. The provision states that no creditor has any remedy against the debtor or the debtor's property, nor shall they commence or continue any action, execution or other proceedings, for the recovery of a claim provable in bankruptcy until the consumer proposal or the amended consumer proposal has been withdrawn, refused, annulled or deemed annulled.
9. The above-mentioned provision of the BIA is effective from the time a consumer proposal is filed, and it automatically comes to an end when the consumer proposal is withdrawn, refused, annulled or deemed annulled, or after the administrator is discharged.
10. A claim provable in bankruptcy is a debt incurred by the debtor before they filed for bankruptcy, and that entitles the creditor to receive payment from the bankrupt's assets. For example, unpaid utility bills for service up to the date of the bankruptcy is a typical provable debt. The Landlord's application is a claim provable in bankruptcy.
11. The Landlord submits that they should be able to proceed with their application because the Former Tenants did not list this debt in their list of creditors. However, the Landlord did not disclose any provision of the BIA that supports that submission, nor anything else to show that this application is exempt from the automatic stay of proceeding that arises by application of section 69.2 of the BIA.
12. The Landlord has a remedy under the BIA itself, for any unfairness that arises from their application being stayed. The Landlord has the option of registering a proof of claim pursuant to section 124 of the BIA.
13. I informed the parties that we would reconvene this matter in a few months to see what had transpired with the respective consumer proposals. However, the appropriate resolution of this matter is the application of section 69.2 of the BIA, that is, to immediately

stay the Landlord's L10 application until the consumer proposals are withdrawn, refused, annulled or deemed annulled, or after the administrator is discharged.

14. Until that time, the Board has no jurisdiction over this matter. Pursuant to section 69.4 of the BIA, it is open to the Landlord to obtain permission from the Superior Court to commence or continue a proceeding that has been stayed.

It is ordered that:

1. The Landlord's application is stayed. The stay can be lifted when the stay arising under the BIA ceases to apply, or when the Landlord obtains an order under the BIA allowing this application to proceed.

January 14, 2026
Date Issued

Nancy Morris
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.