



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

File Number: LTB-L-070144-25

In the matter of: 2203 CRYSTAL DR
OSHAWA ON L1L0W7

Between: PRAVEENEN SRIKUMARAN Landlord
SWARNARANEE SRIKUMARAN

And

SHINELL ODECIA Tenant

PRAVEENEN SRIKUMARAN and SWARNARANEE SRIKUMARAN (the 'Landlord') applied for an order to terminate the tenancy and evict SHINELL ODECIA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord, the Landlord's Legal Representative, Thirunavukaras Patchamutt 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 Notice). The Tenant 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 Tenant was still in possession of the rental unit.

Consumer Proposal:

3. At the hearing the Landlord's Legal Representative confirmed that the Tenant had filed consumer proposal. The Tenant filed a consumer proposal on December 9, 2025, pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985 (the 'BIA').
4. The arrears owing in this matter were included in the liabilities of the Tenants under the consumer proposal.

5. Section 69.2 of the BIA provides that upon filing of a proposal, all claims provable in bankruptcy are stayed. The stay of proceedings including proceedings before the Landlord and Tenant Board.
6. Section 69.2 (1) of the BIA provides that:

69.2 (1) Subject to subsections (2) to (4) and sections 69.4 and 69.5, on the filing of a consumer proposal under subsection 66.13(2) or of an amendment to a consumer proposal under subsection 66.37(1) in respect of a consumer 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 until

(a) the consumer proposal or the amended consumer proposal, as the case may be, has been withdrawn, refused, annulled or deemed annulled; or

(b) the administrator has been discharged.
7. A claim for rent owed up to the date of filing of the Consumer Proposal cannot be pursued, although the Tenants are liable for the rent accrued after that date.
8. Section 66.34 of the BIA states that a lease cannot be terminated by reason only that the debtor has not paid rent in respect of a period preceding the filing of the consumer proposal.
9. As a result of the BIA stay, the Board cannot issue an order requiring the Tenant to pay rent arrears that constitute a claim provable in bankruptcy or terminate the tenancy due to rent arrears that constitute a claim provable in bankruptcy. This finding is consistent with the Divisional Court's determination in *Forestwood Cooperative v. Pritz* [2002] O.J. No. 50.
10. In the present case, the Landlord's application is only for non-payment of rent. All of the rent arrears claimed in the application are a claim provable in bankruptcy, and the Landlord is not permitted to continue this application with respect to recovery of those rent arrears or seek termination of the tenancy on the basis of the arrears.

It is ordered that:

1. The Landlord's application is stayed as a result of the Tenant's consumer proposal filing until the earlier of: (a) the consumer proposal or the amended consumer proposal, as the case may be, has been withdrawn, refused, annulled or deemed annulled; or (b) the administrator has been discharged.

February 10, 2026
Date Issued

Samantha Greaves
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.