



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

File Number: LTB-L-090966-25

In the matter of: BASEMENT, 77 WESTRA DRIVE
GUELPH ON N1K0B5

Between: HARMANDEEP SANDHU Landlord
RAJINDER SANDHU

And

SUKHWINDER BANGER Tenants
JASKAMAL BANGER

HARMANDEEP SANDHU and RAJINDER SANDHU (the 'Landlord') applied for an order to terminate the tenancy and evict SUKHWINDER BANGER and JASKAMAL BANGER (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 14, 2026.

The Landlord, the Landlord's Legal Representative, Tim Kelly, and the Tenant, Jaskamal Banager (JB), attended the hearing.

Determinations:

1. The lease does not explicitly state what kind of tenancy agreement was created, however it identifies JB and Sukhwinder Banger (SB) as tenants who are collectively responsible for the monthly rent. In the circumstances, I am satisfied that this is a joint tenancy that was collectively entered into by the Landlord, SB, and JB. Neither party disputed that the Tenants are joint tenants.

Consumer Proposal:

2. On January 13, 2026, Tenant JB filed a consumer proposal under Part III, Division II of the *Bankruptcy and Insolvency Act* (the 'BIA'). As noted in *Haufe v Shultz*, 2024 ONLTB 26744 (CanLII), section 69.2 of the *Bankruptcy and Insolvency Act* (BIA) provides that the filing of a consumer proposal results in a stay of any proceeding that seeks to recover a "claim provable in bankruptcy". Section 66.34 of the BIA also restricts the ability of a Landlord and the LTB to terminate a tenancy based on unpaid rent: see paragraphs 3-10.

3. This application seeks eviction on the basis of unpaid rent as well as payment of those arrears. The arrears were incurred prior to the consumer proposal being filed. However, only JB filed a consumer proposal, not the other tenant.
4. Section 69.3 (1) of the BIA requires a stay of all proceedings for the recovery of a claim provable in bankruptcy, which generally includes rent or other amounts owed by a Tenant. However, section 179 of the BIA does not prevent a landlord from recovering rent or other amounts owed by a non-bankrupt joint tenant:

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.

5. In *Monterozza v. Matthews*, 2025 ONSC 203, at paras. 53-65, the Divisional Court confirmed that the LTB has the jurisdiction to amend an L1 application involving a bankrupt joint tenant to an L9 application for arrears only against any non-bankrupt tenants. The Court also noted in that case that so long as the non-bankrupt joint tenants were given notice of the proceeding and hearing, while the LTB could have granted a brief adjournment, the non-bankrupt joint tenants would be minimally prejudiced by an in-hearing amendment.
6. In this case, I am satisfied for the reasons given in *Monterozza* that amending this L1 application to an L9 application for arrears against only SB would result in minimal prejudice to SB.

L9 Application:

7. As of the hearing date, the Tenant SB was still in possession of the rental unit.
8. The lawful rent is \$2,400.00. It is due on the first day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to January 31, 2026 are \$21,300.00. The Tenants did not dispute the amount of the arrears.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant SB shall pay to the Landlord \$21,486.00. This amount includes rent arrears owing up to January 31, 2026 and costs.

2. If the Tenant SB does not pay the Landlord the full amount owing on or before February 22, 2026, the Tenant SB will start to owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.

February 11, 2026

Date Issued

Allana McComb

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.