



**Order under Section 78(11)
Residential Tenancies Act, 2006**

Citation: JIANG v ASHA, 2026 ONLTB 15721

Date: 2026-02-20

File Number: LTB-L-102360-25-SA

In the matter of: 778 CAPPAMORE DR
OTTAWA ON K2J6V6

Between: Yi Jiang

Landlord

And

Husam Asha
Nancy Lalonde

Tenants

Yi Jiang (the 'Landlord') applied for an order to terminate the tenancy and evict Husam Asha and Nancy Lalonde (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on November 18, 2025 with respect to application LTB-L-075573-25.

The Landlord's application was resolved by order LTB-L-102360-25, issued on December 9, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-102360-25.

This motion was heard by videoconference on January 12, 2026, and February 6, 2026. The Landlord and the Tenant Nancy Lalonde attended both hearings.

Determinations:

1. Order LTB-L-075573-25 issued on November 18, 2025 is a conditional order requiring the Tenants to comply with a repayment plan ordered for arrears of rent. The arrears owing as per this order were \$19,264.00 for the period ending November 30, 2025.
2. Order LTB-L-102360-25, issued on December 9, 2025 terminates the tenancy because the Tenants failed to pay the lawful rent for December 2025 in full and on time. The Order also orders the Tenants to pay to the Landlord arrears of rent owing from the November 18, 2025 order, plus rent owing to December 9, 2025.
3. There is no dispute between the parties that the Tenants breached the conditions of the prior order. Despite the breach however, the Board must set aside order LTB-L-102360-25, issued on December 9, 2025.

4. On January 12, 2026, the Tenant Nancy Lalonde filed an assignment of bankruptcy pursuant to the *Bankruptcy and Insolvency Act, 1985* (BIA)
5. Section 69.3 of the BIA provides that upon filing of a proposal, all claims provable in bankruptcy are stayed. The stay of proceedings includes proceedings before the LTB. Section 69.3(1) provides that on bankruptcy “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.”
6. As stated above, order LTB-L-102360-25, issued on December 9, 2025 not only orders termination of tenancy, but also orders the Tenants to pay arrears of rent that accrued prior to the bankruptcy and therefore, the arrears ordered in LTB-L-102360-25 are stayed pursuant to the BIA.
7. In *Forestwood Co-operative Homes Inc. v. Pritz*, [2002] O.J. No. 550 (*Forestwood*), the Divisional Court was dealing with a similar situation. The basic facts of that case are as follows: on October 19, 1999 the landlord commenced an action for arrears and termination. On November 3, 2000, the parties reached an agreement through Minutes of Settlement. On February 21, 2001, the tenant made an assignment into bankruptcy. On March 15, 2001 the landlord brought an ex parte motion for arrears and termination which was granted. On April 4, 2001 there was a set aside motion of the ex parte order which was dismissed. The dismissal was appealed, and the Court found that the motions judge was incorrect to find that the tenants' indebtedness occurred after bankruptcy. In actuality, the tenants had failed to make a payment after the bankruptcy; however, the proceeding was based on arrears that accumulated before the bankruptcy.
8. Another case which must be examined is *Peel Housing Corporation v. Nadira Siewnarine*, [May 28, 2008 unreported]. In this case, the landlord and the tenant entered into a mediated settlement on December 6, 2005. On March 3, 2006 the tenant makes an assignment in bankruptcy. On December 13, 2006 the tenant is discharged from bankruptcy. Subsequently, the landlord filed an Application to Terminate a Tenancy: Tenant Failed to Meet Conditions of a Settlement or Order (Form L4) and a Request to Re-open the original application. However, in both instances the landlord was requesting only termination of the tenancy and not payment of arrears. In that case, the Divisional Court found that the fact scenario was different than the one in *Forestwood* (above). The Court also found that because the landlord was only seeking termination of the tenancy and not payment of arrears that it was not a claim provable in bankruptcy.
9. After examining both of the decisions above, I find that the case before me is more consistent with the *Forestwood* case as the Landlord applied for both arrears of rent and termination of the tenancy. As order LTB-L-102360-25, issued on December 9, 2025 orders the Tenants to pay arrears of rent that are stayed as a result of the bankruptcy, the motion must be granted and the December 9, 2025 order must be stayed until the Tenant is discharged from their bankruptcy.
10. Although the Landlord raised concerns with the Tenants not paying new rent that came due after the Bankruptcy was filed (February 2026 rent), this may be grounds for a new / separate application to terminate the tenancy only based a breach of a condition in the prior order and not an order for arrears owing from the prior repayment plan order issued on November 18, 2025.

11. As such, the Tenants motion is granted and the Landlord's L4 application remains stayed.

It is ordered that:

1. The motion to set aside Order LTB-L-102360-25, issued on December 9, 2025, is granted. The order is set aside and cannot be enforced.
2. The Landlord's application is stayed until the Court otherwise decides or until the Tenant is discharged from bankruptcy.

February 20, 2026
Date Issued

Fabio Quattrociochi
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.