



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

File Number: LTB-L-096418-25

In the matter of: 4, 12 East ST
St.Thomas ON N5P2P7

Between: Ontario Aboriginal Housing Services Landlord

And

Vicky Underhill Tenant

Ontario Aboriginal Housing Services (the 'Landlord') applied for an order to terminate the tenancy and evict Vicky Underhill (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord's Agent, Harold Pettit, 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 on February 5, 2026, the Tenant testified that she had filed a consumer proposal on January 29, 2026, pursuant to the *Bankruptcy and Insolvency Act, R.S.C. 1985* (the 'BIA'). The matter was adjourned to provide the Tenant time to serve and file her proof of consumer proposal. The Tenant filed the consumer proposal dated January 29, 2026 on with the LTB on February 18, 2026.
4. The Landlord did not dispute that the Tenant had filed a consumer proposal. The arrears claimed in this matter were included in the liabilities of the Tenant under her 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 includes 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(a) the consumer proposal or the amended consumer proposal, as the case may be, has been withdrawn, refused, annulled or deemed annulled; or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. Because this application seeks arrears arising from the period before the consumer proposals were filed, it is stayed by the BIA. However, I agree with the following non-binding analysis in *Mahmood v Riutta*, 2024 ONLTB 62844 (CanLII) regarding the Landlord's ability recover arrears arising for the period after the Tenants filed consumer proposals:

36. The BIA does not prevent a landlord from recovering rent or other amounts owed jointly by a bankrupt tenant and a non-bankrupt tenant from the non-bankrupt tenant **[See BIA, s. 179]** and the LTB can, in my view, determine as against a non-bankrupt joint tenant an application in which the landlord has asked for only monetary compensation without violating section 69.3 of the BIA. In my view, the same rationale applies where a landlord seeks monetary amounts against a non-bankrupt joint tenant as applies where the LTB is asked to make an order requiring a bankrupt tenant to pay amounts that became owed after the bankruptcy started. **[See *Global Royalties Limited v David Brook*, 2015 ONSC 6277 (CanLII) and *McDougall v. Litron Distributors Ltd.*, 2019 HRT0 1179 (CanLII)]**^[10]. I also note that the LTB proceeding to determine an application against a non-bankrupt joint tenant where section 84.2 of the BIA does not apply is consistent with the obligation to adopt the most expeditious method of determining applications under the RTA. **[RTA, s. 183]**

8. While that matter involved a bankruptcy and not a consumer proposal, I see no reason why the reasoning would not apply equally to arrears arising after a consumer proposal is filed.

9. As a result, this application must be stayed. However, the Tenant is obliged to pay rent from February 1, 2026 onward, and if they fail to do so, the Landlord may serve an N4 notice and file a new L1 application seeking an order terminating the tenancy and evicting the Tenant.

It is ordered that:

1. The application is stayed until the earlier of:
 - (a) the restrictions imposed by sections 69.2 and 66.34 of the BIA ceasing to apply; or
 - (b) The Landlord receives an order by the Superior Court permitting the application to proceed.

February 26, 2026

Date Issued

Allana McComb

Member, Landlord and Tenant Board

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