



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tharmalingam v David, 2026 ONLTB 22328

Date: 2026-03-19

File Number: LTB-L-107787-25

In the matter of: 337 VALLEYWAY DR
BRAMPTON ON L6X0N9

Between: Tharmini Tharmalingam Landlord

And

Denise Angela David Tenants
Anashea Mcperson

Tharmini Tharmalingam (the 'Landlord') applied for an order to terminate the tenancy and evict Denise Angela David and Anashea Mcperson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 9, 2026.

The Landlord, the Landlord's support Thuvikaran Tharmalingam, the Landlord's legal representative Sriram Rangan and the first named Tenant attended the hearing.

Determinations:

1. The matter was called at 10:32 am and the Tenant was not present. The docket reflects that the Tenant disconnected at 9:59 am. The Tenant did not rejoin the hearing and the LTB technical team did not advise of any related issues.

Bankruptcy Filing

2. During attendance, I heard the Tenant advised the Moderator that this matter should not proceed as they filed for bankruptcy.
3. At the hearing, the Landlord's representative said they were aware of the claim in bankruptcy as the Landlord received a letter last week. The Landlord's representative provided no further details on the bankruptcy filing such as who specifically filed the claim. It appears the Tribunals Ontario Portal does not contain any related documents.
4. Based on the confirmation of the bankruptcy filing by the Landlord's representative, I am satisfied the Board does not have jurisdiction to proceed with this matter.

5. When a Landlord claims payment of compensation or rent in an application and the Tenant has filed for bankruptcy prior to the hearing, the Board often stays the application. This is because s. 69.3 of the *Bankruptcy and Insolvency Act* provides that all claims provable in bankruptcy are stayed.
6. Subsection 121(1) of the *Bankruptcy and Insolvency Act* defines “claims provable in bankruptcy” as:

All debts and liabilities, present and future, to which the bankrupt is subject on the day on which the bankrupt becomes bankrupt or to which the bankrupt may become subject before the bankrupt’s discharge by reason of any obligation incurred before the day on which the bankrupt becomes bankrupt. [Emphasis added]

7. In this case, the Landlord sought termination of the tenancy based on the conduct of the Tenants failure to pay the lawful monthly rent on time and in full.
8. The *Bankruptcy and Insolvency Act*, R.S.C. 1985, B-3, as amended, (BIA) under section 69.3 causes an automatic stay in proceedings when there has been an assignment in bankruptcy. As a result, I find that this application was stayed when the Tenants made an assignment into bankruptcy and therefore the Landlord and Tenant Board has no jurisdiction to order termination and payment of arrears.

It is ordered that:

1. The Landlord’s application has been stayed as a result of the Tenants’ bankruptcy filing pursuant to the *Bankruptcy and Insolvency Act*. That application is stayed until the Court otherwise decides or until the Tenants are discharged from bankruptcy.

March 19, 2026
Date Issued

Dana Wren
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.