



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Sinclair v Jarvis, 2026 ONLTB 33974

Date: 2026-05-01

File Number: LTB-C-016070-25-RV

In the matter of: 304, 633 LAKE SHORE BOULEVARD WEST
TORONTO ON M5V3B9

Between: Charles Sinclair Co-op
Harbour Channel Housing Co-Operative

And

Marcel Jarvis Co-op Member

Review Order

Charles Sinclair and Harbour Channel Housing Co-Operative (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Marcel Jarvis (the 'Co-op Member') and for an order to have the Co-op Member pay the regular monthly housing charges they owe because the Co-op Member failed to meet a condition specified in the order issued by the LTB on January 20, 2025 with respect to application LTB-C-077482-24.

This application was resolved by order LTB-C-016070-25 issued on March 7, 2025.

On March 14, 2025, the Co-op Member filed a motion to set aside order LTB-C-016070-25, and that the order be stayed until the request to review the order is resolved.

The Co-op Member's motion was resolved by order LTB-C-016070-25 SA issued on May 23, 2025.

On February 23, 2026, the Co-op Member requested a review of order LTB-C-016070-25 SA, and that the order be stayed until the request to review the order is resolved.

On February 24, 2026, interim order LTB-C-016070-25-RV-IN was issued, staying LTB-C-016070-25 SA, and LTB-C-016070-25.

This application was heard by videoconference on March 17, 2026.

The Co-op's legal representative Geetha Philipupillai, and the Co-op's agent Claudette Mason attended for the Co-op. The Co-op Member also attended the hearing.

Determinations:

1. The Co-op Member filed a request to review order LTB-C-016070-25 SA issued on May 23, 2025, on the basis that the Co-op Member was not reasonably able to participate.
2. The hearing for the Co-op Member's motion to set aside order LTB-C-016070-25 was heard on May 21, 2025, and the Co-op Member was in attendance. The order sets out the Co-op Member's evidence and submissions and I find that the Co-op Member was reasonable able to participate in the hearing.
3. Despite the Co-op Member filing the request to review on the basis of not being able to participate, the request to review was sent to a hearing on the basis of ancillary issues identified in the Co-op Member's request to review, specifically:
 - Are the regular monthly housing charges a claim provable in bankruptcy?
 - Does the timing of the consumer proposal affect the outcome since the consumer proposal was filed after the ex-parte order, but before the set aside order was issued?
 - Is a review required?

Are the regular monthly housing charges a claim provable in bankruptcy?

4. The Co-op Member had not served or filed any evidence in relation to their consumer proposal and was given the opportunity to provide post hearing submissions of their consumer proposal by no later than April 3, 2026.
5. The Co-op Member submitted one relevant document by the deadline of April 3, which was a "claims register" showing an insolvency date of April 28, 2025.
6. The Co-op is listed on the claims register as the ninth unsecured creditor with a debt owed of \$5,450.00. It is noted that the footer of the claims register shows a date of March 18, 2026.
7. The Co-op Member also submitted a document on April 28, 2026, that was not filed by the required date of April 3, 2026. The document submitted is a letter dated April 28, 2026, from "David Sklar & Associates Inc." informing the Co-op Member that their consumer proposal has been accepted by the creditors and the Court.
8. Subsection 69.2(1) of The *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), stays proceedings on the filing of a consumer proposal:

69.2 (1) on the filing of a consumer proposal under subsection 66.13(2) or of an amendment to a consumer proposal:

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.

9. Subsection 121(1) of the BIA defines a claim provable in bankruptcy as:

All debts and liabilities, present or 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

10. Based on the evidence submitted, I am satisfied that the arrears of regular monthly housing charges are a claim provable in bankruptcy.

Does the timing of the consumer proposal affect the outcome since the consumer proposal was filed after the ex-parte order, but before the set aside order was issued?

11. The chronology of events is as follows:

- The Co-op's C1 application for arrears of regular monthly housing charges was resolved by consent order LTB-C-077482-24, issued on January 20, 2025. The consent order sets out a payment plan for the arrears.
- The Co-op Member was found to have breached a condition of the order resulting an ex-parte order LTB-C-016070-25 being issued on March 7, 2025.
- The Co-op Member filed a motion to set aside order LTB-C-016070-25 on March 14, 2025.
- The Co-op Member filed a consumer proposal with an insolvency date of April 28, 2025, and an acceptance letter from the trustee dated April 28, 2026.
- The Co-op Member's motion to set aside order LTB-C-016070-25 was denied on May 23, 2025, by order LTB-C-016070-25 SA. The stay of order LTB-C-016070-25 was lifted as of June 3, 2025.

12. The Board considered similar circumstances in SIREG Management Inc. v Goudreau, 2026 ONLTB 4637 (LTB-L-069063-25-RV), wherein a tenant claimed bankruptcy after an order was issued terminating the tenancy based on a breach of a previous order.

13. Vice-Chair Shea makes the following determinations in LTB-L-069063-25-RV:

24. Where a tenant: (a) becomes bankrupt after an order is made under subsection 78 terminating the tenancy and ordering the tenant to pay arrears; and (b) applies under subsection 78(9) to have that order set aside, sections 69.3 and 84.2 of the BIA have little application.
25. Section 69.3 of the BIA applies to proceedings by a creditor to recover a claim provable in bankruptcy. A motion under subsection 78(9) is neither a proceeding by a creditor nor does it involve a claim provable in bankruptcy.

26. Section 84.2 of the BIA restricts the ability of a landlord or the LTB to terminate a tenancy. It does not apply to a motion to set aside the termination of a tenancy.
14. When considering the differences between the sections of the RTA and BIA in this matter, and those applied in LTB-L-069063-25-RV, section 78 of the Act applies to non-profit housing cooperatives by virtue of section 94.11(3) of the RTA. Section 69.2 of the BIA imposes a stay when a consumer proposal is filed akin to the provisions of section 69.3 that imposes a stay in relation to bankruptcy proceedings.
15. While LTB-L-069063-25-RV is not binding on me I find that the circumstances in this matter are factually similar to those in LTB-L-069063-25-RV, and the relevant sections of the RTA and BIA that apply result in the same findings.
16. In this matter the Co-op Member filed a consumer proposal on April 28, 2025, subsequent to an order being issued pursuant to section 94.11 terminating the occupancy and ordering the Co-op Member to pay arrears of regular monthly housing charges. The Co-op Member then filed a motion to set aside the order.
17. As decided in LTB-L-069063-25-RV section 84.2 of the BIA restricts the ability of a landlord or the LTB to terminate a tenancy but does not apply to a motion to set aside the termination of a tenancy. The Co-op Member's consumer proposal does not affect the outcome of the decisions in either LTB-C-016070-25, or LTB-C-016070-25 SA and therefore, I do not find the orders contain a serious error.
18. Further, the order in LTB-L-069063-25-RV considers the decisions in *Paterson v. City of Oshawa*, 2023 ONSC 2287 (CanLII), *Re Lafond*, 2023 ONSC 4065 (CanLII) and *Re Snaith*, 2025 ONSC 3413 (CanLII)], and makes the following determination:

“Where the tenant becomes bankrupt after the LTB has issued an order under section 69 of the RTA terminating the tenancy and evicting the tenant, the bankruptcy results in the landlord being unable to recover the arrears. However, the Court Enforcement Office (Sheriff) is able to enforce the eviction and return possession of the unit to the landlord.”
19. The LTB issued order LTB-C-016070-25 on March 7, 2025, terminating the Co-op Member's occupancy and evicting the Co-op Member. The Co-op Member's consumer proposal filed subsequently on April 28, 2025, results in the Co-op being unable to recover the arrears but the Co-op is still entitled to enforce the eviction.
20. The Co-op Member's consumer proposal only stayed the collection or recovery of arrears, but not the eviction. Therefore, there it is not a serious error that the Co-op Member's motion was denied, and the stay was lifted in LTB-C-016070-25 SA.
21. It should also be noted that the Co-op Member did not make submissions that the consumer proposal was not considered at the hearing of their set aside motion and therefore, I find no serious error that order LTB-C-016070-25 SA fails to address the consumer proposal.

22. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or in the proceedings.

Lifting of the Stay

23. A decision of the Superior Court of Justice dated January 22, 2026, makes the following order:

1. THIS COURT ORDERS that the stay of proceedings against Marcel Earl Jarvis imposed on or about May 30, 2025, pursuant to Section 69.2 of the BIA is hereby lifted to permit the Co-operative to proceed with the eviction ordered by the Landlord and Tenant Board dated March 7, 2025.

24. This decision affirms that the BIA stay imposed on the eviction ordered in LTB-C-016070-25 is lifted however, despite the BIA stay being lifted when the Co-op Member filed their request to review stays were imposed on both LTB-C-016070-25 and LTB-C-016070-25 SA, pending a determination of the review. These stays were imposed by interim order LTB-C-016070-25-RV-IN, issued on February 24, 2026.

25. Since the Co-op Member's request to review is denied, consideration must be given as to when the stays imposed by LTB-C-016070-25-RV-IN should be lifted.

26. The Co-op Member requested that the stays be lifted no earlier than 90 days. The Co-op Member has resided in the member unit since 2019 and has one child. The Co-op's representative did not dispute the Co-op Member's request for a delay in lifting the stay.

27. Based on the submissions before me, I am satisfied that 90 days is appropriate and the stays on order LTB-C-016070-25 and LTB-C-016070-25 SA are lifted on July 31, 2026.

It is ordered that:

1. The request to review order LTB-C-016070-25 SA issued on May 23, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 24, 2026, is cancelled. The stays of order LTB-C-016070-25 and LTB-C-016070-25 SA are lifted on July 31, 2026.

May 1, 2026
Date Issued

Kyle McGraw
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.