



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

Citation: Yan v Goard, 2026 ONLTB 39061

Date: 2026-05-20

File Number: LTB-L-019595-26
LTB-L-059380-25

In the matter of: 39 Lakeside Dr
Innisfil ON L9S2V3

Between: Chui Chui Yan Landlord

And

Nicholas Goard Tenant

Chui Chui Yan (the 'Landlord') applied for an order to terminate the tenancy and evict Nicholas Goard and Natalie Richer (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 12, 2026.

The Landlord, the Landlord's legal representative, R. Lee, and the Tenants attended the hearing.

Preliminary Issues:

Landlord's duplicative application – LTB-L-059380-25

1. There is no dispute that the Landlord has an active L1 application, LTB-L-059380-25, respecting the same arrears and rental periods claimed in this application. A final order has not yet been issued.
2. The Landlord's representative requests to withdraw LTB-L-059380-25. The Tenants are opposed to the withdrawal request on the basis that they have filed their own T2/T6 application, which they intended to raise pursuant to section 82 of the *Residential Tenancies Act, 2006*, the ("Act"), in the L1 application.
3. The Tenants' T2/T6 application, LTB-T-049888-25, has not yet been determined by the Board and is currently being scheduled for an Adjudicative Case Conference. A hearing date has not yet been scheduled.
4. Based on the submissions made before me and pursuant to section 201(1) of the Act, the Landlord's request to withdraw LTB-L-059380-25 is granted. I am satisfied that the application is duplicative of the present application, and the withdrawal is not prejudicial to the Tenants, as the Tenants' own application remains pending before the Board.

5. Application LTB-L-059380-25 is withdrawn.

Is Natalie Riche (NR) a lawful Tenant

6. There is no dispute that a new tenancy agreement was entered into in January 2024 listing only Nicholas Goard (NG), as the lawful Tenant. The Tenants request that NR be removed as a named party to the application on the basis that she is only an occupant and not a lawful tenant.
7. The Landlord testified that the arrangement was intended to be temporary but acknowledged that no subsequent tenancy agreement adding NR as a tenant was ever entered into.
8. Based on the submissions made before me, I am satisfied that NR is not a lawful tenant, but rather an occupant of the rental unit. Accordingly, NR is removed as a named party to the application.

Consumer proposal of Nicholas Goard

9. NG relied on document ID 7905021, and testified that he filed a consumer proposal on December 19, 2025. The N4 notice of termination issued by the Landlord on this application included arrears of rent to December 2025. NG submits that the application should be stayed as a result of the consumer proposal.
10. The Landlord is opposed the application being stayed. The Landlord's representative submits that there are irregularities with the consumer proposal and stated that the Tenant failed to include these rent arrears in the consumer proposal and, therefore, the arrears are not covered by the proposal, allowing the Board to proceed with the application.
11. The N4 notice of termination includes arrears for the period December 15, 2024 to December 31, 2025.
12. For the reasons that follow, I disagree with the Landlord's position. NG filed a consumer proposal on December 19, 2025, pursuant to the Bankruptcy and Insolvency Act, (R.S.C., 1985, c. B-3) (the 'BIA').
13. 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 for rent arrears.
14. Section 69.2 (1) states that "on the bankruptcy of any 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."
15. A claim provable in bankruptcy is defined as "all debts and liabilities, present or future, to which the bankrupt is subject on the day on which the bankrupt becomes bankrupt" (s. 121(1) of the BIA). This definition includes all rent owing by the Tenant on the date they filed their consumer proposal. Therefore, rent owing by the Tenant as of the date the Tenant filed the consumer proposal is a claim provable in bankruptcy, and subject to the BIA stay. In this case that includes rent owing up to December 31, 2025.

16. Furthermore, section 84.2 of the BIA states that a lease cannot be terminated by reason only that the debtor has not paid rent in respect of a period preceding the filing of the bankruptcy.
17. As a result of the BIA stay, the Board cannot issue an order requiring the Tenant to pay rent arrears that constitute a claim provable in bankruptcy or terminate the tenancy due to rent arrears that constitute a claim provable in bankruptcy. This finding is consistent with the Divisional Court's determination in *Forestwood Cooperative v. Pritz* [2002] O.J. No. 550:

It is beyond dispute that the claim for arrears is provable in bankruptcy. To separate the request for a writ of possession from the money judgment for arrears is artificial and flies in the face of the wording of the section [s. 69.3]. Specifically, the section dictates that the 'proceeding' that involves a claim provable in bankruptcy is stayed...

18. Therefore, I do not agree with the Landlord's representative submission that the Board has the authority to issue an eviction order as a result of the rent arrears owing by the Tenant that constitute a claim provable in bankruptcy. Further, according to section 69.4 of the BIA, it is the court who has the power to decide if the BIA stay should be varied; the Board does not have the jurisdiction to make any determination on varying/not applying the BIA stay. Accordingly, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.
2. Application LTB-L-059380-25 is withdrawn.

May 20, 2026
Date Issued

Mayra Sawicki
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.