



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

File Number: LTB-L-081917-25

In the matter of: 707, 200 DUFFERIN ST
TORONTO ON M6K1Z4

Between: Hazelview Property Services Inc Landlord

And

JUN 11, 2026

Mariia Kaliuk Tenant

Hazelview Property Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Mariia Kaliuk (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 11, 2026.

The Landlord's Legal Representative Peter Lopez 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on January 31, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,735.77. It was due on the 1st day of each month.
5. The Tenant has paid \$3,646.54 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$6,735.42.
7. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$15.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which were returned NSF.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,682.60 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$45.07 is owing to the Tenant for the period from January 1, 2025 to January 31, 2026.
11. At the hearing it was agreed by the parties that the Tenant filed a consumer proposal on March 31, 2026. In support of this the parties relied on a Certificate of filing of a consumer proposal. The Landlord's Legal Representative did not dispute this filing and suggested that the Application was stayed as a result.
12. Section 69.3(1) of the BIA provides that upon filing of a bankruptcy, all claims provable in bankruptcy are stayed. It provides that "on the bankruptcy of any debtor, no creditor has any remedy against the insolvent person or the insolvent person's property, or shall commence or continue any action, execution or other proceedings, for the recovery of a claim provable in bankruptcy."
13. Section 121(1) of the BIA defines "claims 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.
14. Section 69.3 of the BIA causes an automatic stay in proceeding when there has been an assignment in bankruptcy. As a result, if find that this application was stayed when the Tenant filed the consumer proposal on March 31, 2026.
15. As all the arrears sought by the Landlord in the Application are captured by the filing, I am satisfied that it is appropriate that the Landlord's Application be stayed by operation of the BIA.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 31, 2026, the date the Tenant moved out of the rental unit.
2. The Landlord's application is stayed by operation of the bankruptcy and insolvency Act.

June 11, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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