

**CITATION:** In the Matter of The Proposal Raven Wendy Suzann Farrow  
2025 ONSC 4665  
**COURT FILE NO.:** BK-24-3009501-0033  
**DATE:** 20250801

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** IN THE MATTER OF THE Proposal Raven Wendy Suzann Farrow

**BEFORE:** Associate Justice Perron

**COUNSEL:** Pascal Gagnon, Trustee

Raven Farrow, Debtor

Marc de la Courneuve, Creditor (and Moving Party on motion)

**HEARD:** July 28, 2025

**ENDORSEMENT**

1. This is a motion by Marc de la Courneuve seeking various forms of relief. He seeks to lift the stay resulting from Ms. Farrow's proposal on the grounds that he is materially prejudiced by the stay because he cannot prove his claim if the stays remains in place. He also moves under section 135 of the *Bankruptcy and Insolvency Act* to admit his claim in full. He also asks for a ruling under sections 178(1)(a) and 198(1)(c) of the BIA on the basis that Ms. Farrow committed an offense and that his claim meets the category for it not to be released from Ms. Farrow's discharge.
2. Mr. Courneuve filed a two-page affidavit in support of his motion along with several exhibits. Mr. Courneuve allege that Ms. Farrow is indebted to him for unpaid rent and property damage which he alleges was "maliciously" caused by Ms. Farrow.
3. On March 26, 2023, Mr. Courneuve retained counsel to commence proceedings against Ms. Farrow before the Landlord and Tenant Board. A hearing date was set by the LTB for May 16, 2024. Those proceedings were stayed on account of Ms. Farrow's proposal in these proceedings filed on November 14, 2023.
4. This is the second motion brought by Mr. Courneuve in this matter. In February 2025, Mr. Courneuve brought a motion seeking to annul the proposal. The Court File includes an endorsement by Justice Kershman dated February 18, 2025 whereby Justice Kershman dismissed the motion for oral reasons given.
5. This motion was previously before me on May 12, 2025. I adjourned the motion because

- Ms. Farrow had not delivered and served her responding materials by way of affidavit.
6. Based on his affidavit, Mr. Courneuve only became aware of the proposal proceedings in or about May 2024 when the Trustee contacted his legal counsel.
  7. After becoming aware of the proposal, Mr. Courneuve filed a claim with the Trustee. He alleges that the claim was flagged as contingent (unvalued), then accepted in full and then again classified as contingent. He alleges that the Trustee informed him that his only option was to bring a motion seeking to lift the stay as the Trustee could not value his claim and/or his claim could not be admitted given that Ms. Farrow had filed a defence in the LTB proceedings.
  8. Based on his materials, Mr. Courneuve seeks to lift the stay on the basis that his claim cannot be valued until the LTB proceedings are determined, and without the stay being lifted, he will be listed as a contingent creditor in the proposal proceedings and will not receive a dividend.
  9. The responding evidence on this motion now includes affidavits from Ken Robb and Natalie Faubert, both licensed insolvency trustees at BDO, as well as an affidavit from Ms. Farrow.
  10. Mr. Robb's affidavit contains a history of the proposal proceedings and an explanation on how Mr. Courneuve's claim was ultimately accepted by the Trustee as a contingent claim. Mr. Robb explains that he is unable to value the claim without an LTB Order because Ms. Farrow has defended the landlord's application.
  11. Ms. Faubert's affidavit is attached as an exhibit to Mr. Courneuve's affidavit. In her affidavit, she sets out what occurred at the February 2025 hearing before Justice Kershman. She says that Justice Kershman found that Mr. Courneuve's claim was contingent until it is valued by the LTB, but there was no motion before him to lift the stay. He further found that Ms. Farrow was not aware of Mr. Courneuve's claim at the time the proposal was filed and there was no material omission in her statement or proposal documents. According to Ms. Faubert, Justice Kershman also found that even if Mr. Courneuve had been made aware of the proposal, as a contingent creditor, he would not have been able to vote on the proposal at the meeting of creditors.
  12. Ms. Farrow's affidavit explains that she was only served with Mr. Courneuve's application with the LTB in January 2024, which is after she commenced her proposal proceedings. Following service of the application documents, she took steps to prepare a defence. She also explains that the delays/adjournments in the LTB proceeding have impacted her livelihood (time off work) among other impacts on her life. She asks that the Court not grant any relief against her.
  13. At the outset of the motion, I confirmed each party's position in respect of the request to lift the stay to allow the LTB to determine the landlord-tenant application. The Trustee said it would consent to lift the stay. Ms. Farrow opposed that motion.

14. At the outset of the hearing, Mr. Courneuve said he was withdrawing that part of the motion seeking relief pursuant to sections 178 and 198 of the BIA because he understands now that this requires evidence of fraud. He first sought to withdraw the motion “without prejudice” but clarified that he did not seek to bring a motion in the future seeking this relief. That part of the motion was therefore withdrawn and did not proceed.
15. Mr. Courneuve then said that he didn’t seek to lift the stay because he wanted the Court to make a determination valuing his claim today or make an order pursuant to section 135 that the Trustee be forced to value his claim. Mr. Courneuve is adamant that the Trustee has everything it needs to value the claim and that it was an error to approve the claim as contingent. He also says that Justice Kershman misunderstood the evidence and thought that Mr. Courneuve had delayed the LTB proceedings. Mr. Courneuve says that the LTB is just a tribunal and the proper forum to value the claim is this Court.
16. There is no evidence whatsoever before me in terms of what was filed at the LTB by the parties. I do not have their pleadings from the LTB proceedings nor do I have any of the photos, receipts or invoices that Mr. Courneuve alleges support his claim. Mr. Courneuve says that the Trustee has all of this information.
17. The motion seeking a determination under section 135 is dismissed.
18. Justice Kershman has already found that the proper authority to determine the landlord-tenant application is the LTB. That tribunal specializes in landlord-tenant matters. I agree entirely with Justice Kershman that the LTB is best placed to determine the issues.
19. I also fully accept the Trustee’s explanation on why it first accepted the claim as proven and changed this to a contingent claim (i.e. once the Trustee found out that Ms. Farrow has defended the LTB application). I also accept that the Trustee is not in a position to value the claim. The matter is before the LTB and the LTB should be making a determination. I note that the Trustee also explained to Mr. Courneuve today that once the Trustee receives the LTB’s decision and if there is a judgment, the Trustee would then admit his claim based on that amount and the Trustee would then proceed to administer the proposal.
20. Furthermore, there is absolutely no evidence before me by which I could value the claim. Even if evidence had been filed, I would have rejected the section 135 motion for the reason set out above which is that the LTB is best placed to make a determination.
21. After some discussion, Mr. Courneuve indicated that he agreed to pursue his request to lift the stay such that the LTB could determine the claim. I heard his submissions and confirmed the Trustee’s consent to that relief.
22. Ms. Farrow opposes the motion because she says she has acted in good faith throughout the proposal proceedings and has followed BDO’s instructions. She denies that Mr. Courneuve was her landlord. She says she always dealt with his father and paid him in

cash. She takes the position that Mr. Courneuve is conducting himself as a vexatious litigant. He has been told several times, by the Trustee and by Justice Kershman, that the proper forum to value his claim is the LTB yet he keeps filing motions seeking to have the Trustee or the Court value his claim. She also takes the position that the matter should be before the Cobourg Court as any indebtedness was incurred in Wentworth. She requests that I dismiss Mr. Courneuve's claim (before the LTB) in its entirety.

23. Pursuant to section 69.4 of the BIA, a stay may be lifted if a creditor is likely to be materially prejudiced by the stay or if it is equitable on other grounds to make such a declaration. The merits of the underlying action may also be considered on the motion.
24. I am not in a position to opine substantively on the merits of the LTB claim as I have no evidence before me. That said, I cannot find that the claim is completely devoid of merit to justify maintaining the stay. In addition, I am satisfied that Mr. Courneuve is likely to be prejudiced if the stay is not lifted because it is more than apparent that the LTB is the proper forum to determine the landlord-tenant dispute and without that determination, Mr. Courneuve's claim would not be valued.
25. It is just that Mr. Courneuve's claim be valued by the LTB so that the Trustee can proceed with the administration of the proposal and for the debtor to move forward with the proposal. Further, it is also in the interest of the other stakeholders in the proposal proceedings because the release of any dividends to them is on hold pending the LTB's determination of Mr. Courneuve's claim.
26. The motion by Mr. Courneuve seeking to lift the stay of proceedings to allow the LTB action to proceed is granted. Hopefully the LTB can reschedule the hearing as soon as possible so that the claim can be determined.
27. Those parts of the motion seeking all other relief by Mr. Courneuve are dismissed.
28. It was explained to Mr. Courneuve today that no other motions should be brought in the proposal proceedings and that all of the landlord-tenant issues (and the determination of his claim) will be dealt with by the LTB. Hopefully the proposal proceedings run smoothly once the parties receive the LTB's decision.

**Date:** August 1, 2025

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**Associate Justice Perron**