



Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the **Statutory Powers Procedure Act**

Citation: Minto Management Ltd. as agent for 7838794 Canada Inc. v West and Dean, 2026
ONLTB 20854

Date: 2026-04-13

File Number: LTB-L-088231-25-AM

In the matter of: 505, 2700 AQUITAINE AVE
MISSISSAUGA ON L5N3J6

Between: Minto Management Ltd. as agent for Landlord
7838794 Canada Inc.

And

Roland West Respondents
Sophia Dean

Minto Management Ltd. as agent for 7838794 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Roland West and Sophia Dean (the 'Respondents') because they did not pay the rent that the Respondents owe.

This application was heard by videoconference on January 13, 2026.

The Landlord's legal representative Faith McGregor and the Respondent Roland West attended the hearing. Mr. West was not authorized to speak on behalf of the other respondent.

As of 3:04 p.m., the Respondent Sophia Dean was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded without Ms. Dean's evidence.

This amended order is issued to correct clerical errors in the order issued on March 9, 2026.

Determinations:

Preliminary Issue: Is Roland West a Tenant of the Rental Unit?

1. For the reasons set out below, I find that Mr. Roland West is not a tenant and therefore no order is issued against him.

2. Mr. West testified at the hearing that he has never lived in the rental unit and never signed a lease with respect to the rental unit. He testified that the only times he has been at the residential complex was to pick up his child, who lived with Ms. Dean in the rental unit.
3. The Landlord's legal representative submitted a copy of the written lease pertaining to this tenancy. The lease lists Roland West and Sophia Dean as tenants. The lease was signed electronically by Jason Stonebridge, an agent of the Landlord, on December 1, 2024. There are electronic signatures for both named tenants, both dated November 30, 2024. Mr. West testified that he did not sign this document, and the signature beside his name was not his.
4. The Landlord's legal representative also presented a photograph of a driver's license belonging to Roland West. The license appears to be sitting on a fabric surface, such as a couch. The individual in the photographed license is the individual who attended the hearing. The expiry date of the driver's license in the photograph is November 15, 2024 – approximately two weeks before the lease was executed.
5. The signature on the driver's license does not appear to match the electronic signature on the lease. I note, for example, that the signature on the driver's license contains a middle initial ("Roland A. West"), whereas the signature on the lease does not. Several letters in Mr. West's name appear to be written differently across the two signatures, although it must be noted that the lease signature is electronic and may not have been signed with a pen or stylus.
6. I asked Mr. West how the Landlord would have a photograph of his driver's license if he never intended to sign the rental agreement. He testified that the other respondent, Sophia Dean, is the other parent of his child and that he and Ms. Dean are not in a relationship with one another. He testified that, in the past, he had emailed a copy of his driver's license to Ms. Dean to help her secure a previous apartment (i.e. not the rental unit that is the subject of this application), but that tenancy never materialized. He speculated that Ms. Dean fraudulently included him as a tenant on her application because she had access to his identification documents.
7. No agent of the Landlord who could testify to the signing of the lease was present at the hearing.
8. I find Mr. West's testimony to be credible. He was consistent in his testimony when asked questions by both the Board and the Landlord's legal representative. His testimony is corroborated by the documentary evidence presented at the hearing. The driver's license presented had expired by the time the lease was entered into – this is consistent with Mr. West's explanation that he had provided a copy of his license to Ms. Dean in the past for a different purpose. The dissimilarities between the signatures on the driver's license and the lease – while not determinative – introduce further uncertainty into the situation.
9. It is the Landlord, as the applicant, who must prove the essential elements of the application before me. In my view, the Landlord has not proven on a balance of probabilities that Mr. West ever signed the lease or lived in the rental unit. No evidence was presented that is inconsistent with Mr. West's explanation of events.

10. Therefore, I find that Mr. West is not in fact a Tenant of the subject rental unit and no order shall be issued against him. I find that it is more likely than not that Ms. Dean is the only tenant of the rental unit and this order is made exclusively against her.

The L1 Application

11. The Landlord served Ms. Dean with a valid Notice to End Tenancy Early for Non-payment of Rent (the 'N4 Notice'). She 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.
12. Ms. Dean was in possession of the rental unit on the date the application was filed.
13. Ms. Dean vacated the rental unit on November 30, 2025. Rent arrears are calculated up to the date she vacated the unit.
14. The lawful rent is \$2,699.00. It was due on the 1st day of each month.
15. The Tenant has paid \$240.00 to the Landlord since the application was filed.
16. The rent arrears owing to November 30, 2025, are ~~\$6,477.00~~**\$9,176.00**.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$2,939.00 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.

It is ordered that:

1. The tenancy between the Landlord and Sophia Dean is terminated as of November 30, 2025, the date the Tenant moved out of the rental unit.
2. Sophia Dean shall pay to the Landlord ~~\$6,183.00~~ **\$3,724.00**. This amount includes rent arrears owing up to the date she moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by Sophia Dean. See Schedule 1 for the calculation of the amount owing.
3. If the Sophia Dean does not pay the Landlord the full amount owing on or before March 20, 2026, she will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

April 13, 2026
Date Amended

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount Sophia Dean must pay as the tenancy is terminated

Rent Owing To Move Out Date	<u>\$6,717.00</u>
	<u>\$9,176.00</u>
Application Filing Fee	\$186.00
Less the amount the Sophia Dean paid to the Landlord since the application was filed	- \$240.00
Less the amount of the last month's rent deposit	- \$2,939.00
Total amount owing to the Landlord	<u>\$3,724.00</u>
	<u>\$6,183.00</u>