



Order under Section 69 Residential Tenancies Act, 2006

Citation: Somasundaram v Embury, 2026 ONLTB 34057

Date: 2026-05-07

File Number: LTB-L-013967-26

In the matter of: 7 MOUNTAIN ASH DR
BELLEVILLE ON K8N0E3

Between: Pragash Somasundaram Landlord

And

Stephanie Embury Tenants

Pragash Somasundaram (the 'Landlord') applied for an order to terminate the tenancy and evict Stephanie Embury, Maison Gary Daniel Deshane and Gaje Deshane (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 23, 2026.

The Landlord's Legal Representative, Sathiyapriya Kalaimathian, and the Tenant, Stephanie Embury, attended the hearing.

Preliminary issue:

Two minors signed the tenancy agreement

1. The Tenant Stephanie Embury (SE) raised a preliminary issue and stated that her two sons, Maison Gary Daniel Deshane (MGDD) and Gaje Deshane (GD) were under the age of 18 when the tenancy agreement was signed.
2. The Tenant stated that her son MGDD is enrolled in an apprenticeship co-op program and receives a paycheck for hours worked. The Landlord's realtor asked for her son, Maison to submit his paystub with the application paperwork to improve the rental application, however he did not pay rent during his occupancy and that responsibility fell on SE.
3. SE submitted documentary evidence (DOC-7824013) to support the Tenant's claim that MGDD was a minor. The driver's license submitted by the Tenant indicates that MGDD was born on October 29, 2026.
4. SE did not submit evidence for the proof of age of GD.

5. The Tenant requested that the two minors be removed from the order.
6. The Landlord's legal representative objected to the Tenant's request and stated the minor should stay on the order. Although, both MGDD and GD may have been minors at the time they signed the tenancy agreement they both turned 18 shortly after taking occupancy.
7. The Landlord submitted the tenancy agreement as evidence (DOC-7823928) indicating the tenancy commenced on August 15, 2025 and was signed on August 7, 2025 by SE and MGDD. GD was identified on page one as a Tenant however he did not sign the tenancy agreement.

The Act and analysis

8. For the following reasons, I find that the application shall be amended to remove MGDD and GD and shall be removed from this order.
9. The *Residential Tenancies Act, 2006 (the 'Act')* defines a Tenant as including a person who pays rent in return for the right to occupy a rental unit.
10. SE stated that she alone paid the rent during the tenancy and therefore, I am not satisfied that GD meets the definition of "tenant". I also note that GD did not sign the tenancy agreement and therefore, he is not properly named on the application.
11. As such GD he will be removed from the application and is reflected in this order.
12. MGDD did sign the tenancy agreement, however SE stated that although a copy of his paystub was submitted with the application, MGDD never paid rent.
13. I find SE credible in her testimony and although MGDD receives a paycheque as a student in an apprenticeship co-op program I find it unlikely that SE, as MGDD's mother would expect MGDD to pay rent while in school.
14. As indicated above the definition of a tenant includes a person who pays rent in return for the right to occupy a rental unit. I am not satisfied that MGDD paid rent and meets the definition of tenant.
15. Therefore, MGDD will be removed from the application and is reflected in this order.

Determinations:

16. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
17. The Tenants were in possession of the rental unit on the date the application was filed.

18. The Tenants vacated the rental unit on March 31, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit
19. The lawful rent is \$2,950.00. It was due on the 1st day of each month.
20. The Tenants have not made any payments since the application was filed.
21. The rent arrears owing to March 31, 2026, are \$11,800.00.

Tenant submissions

22. The Tenant disputes the arrears owing and claims she made payments the Landlord had not accounted for.
23. Although the Tenant did not submit evidence to support this 7 days in advance of the hearing, in accordance with the LTB Rules of Procedure, I exercised my discretion under section 19.3 that states: "At any time before the hearing has been completed, a party may be directed or ordered to disclose and exchange documents or any other material relevant to the proceeding unless the LTB is satisfied the document is privileged."
24. During the hearing the Tenant filed a copy of her bank statement (DOC-7822022) that shows e-transfer payments in amounts that do not reflect the lawful rent. The Tenant was unable to identify the payments to the Landlord, and the statement descriptions are vague.

Landlord submissions

25. The Landlord submits that the payments the Tenant claims were made to the Landlord were never received and the Landlord has accounted for all the payments made by the Tenant.

Analysis

26. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application for arrears of rent owing in the amount of \$11,800.00.
27. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
28. The Landlord collected a rent deposit of \$2,950.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

29. Interest on the rent deposit, in the amount of \$39.55 is owing to the Tenants for the period from August 11, 2025, to March 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of March 31, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$8,996.45. This amount includes rent arrears owing up to the date the Tenants 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 the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before May 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 19, 2026, at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Greg Brocanier
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$11,800.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,950.00
Less the amount of the interest on the last month's rent deposit	- \$39.55
Total amount owing to the Landlord	\$8,996.45