



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Hancott v Scobie, 2026 ONLTB 44556

Date: 2026-06-11

File Number: LTB-L-004077-22-RV

In the matter of: UPPER, 76 STANLEY STREET
BARRIE ON L4M6V5

Between: Joanne Hancott Landlord

And

Gillian Scobie Tenant

Review Order

Joanne Hancott (the 'Landlord') applied for an order to terminate the tenancy and evict Gillian Scobie because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-004077-22 issued on April 13, 2023.

On April 8, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On April 8, 2026, interim order LTB-L-004077-22-RV-IN was issued, staying the order issued on April 13, 2023, as against Jayden Scobie-Jeffers.

This review was heard by videoconference on June 2, 2026. The Affected Party, Jayden Scobie-Jeffers, represented by Peter Swales, and the Affected Party's witness, Cheryl Scobie Edwards, attended the review.

Neither the Landlord, nor the Tenant, attended the review. I was satisfied that the Landlord and Tenant had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 1:21 p.m.

Determinations:

1. The Affected Party is Jayden Scobie-Jeffers. He is asking the Board to amend the April 13, 2023, order to remove him as a party to the application.

2. The Affected Party testified that he was a minor child of the Tenant. He is listed as a Tenant to the tenancy agreement, but states that he was only 16 at that time, that he was living with his mother, the Tenant, who entered into the tenancy agreement. At all material times he was a dependant minor. He was not working, was attending high school, and did not contribute financially to the family's household income. He did not contract with the Landlord and was not emancipated from his mother.
3. Halsbury's Laws of Canada on Contracts¹ states at part 99: "Minors are an exception to the presumption of capacity because the state paternalistically assumes that the minors lack the judgement, maturity and foresight requires to make important decisions about their own welfare."
4. Although there are certain times where a minor can enter into a binding contract, this is not one of those situations. The Affected Party had no part in entering this contract and was under parental control at the time the contract was formed. Minors generally should not be named parties to applications before the Board, and the Board routinely removes minor parties when it is discovered they should not be named parties.
5. As such, I find the Affected Party's request to be removed as a party to the application is appropriate. An order shall issue.

It is ordered that:

1. The request to review order LTB-L-004077-22 issued on April 13, 2023, is granted.
2. Order LTB-L-004077-22 issued on April 13, 2023, under review, is amended to **remove** Jayden Scobie-Jeffers as a respondent to the Landlord's application.

June 11, 2026
Date Issued

Jane Dean
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.

¹ Halsbury's Laws of Canada, "Contracts" (Markham, Ont: LexisNexis Canada, 2008)