



Order under Section 21.2 of the Statutory Powers Procedure Act and Section 98 of the the Residential Tenancies Act, 2006

File Number: LTB-T-100625-24-RV-HR2

In the matter of: 8H, 15 John Street
Orangeville, ON L9W2P2

Between: Amanda Martinho Tenants
Eric Martinho

and

Williams & McDaniels Landlord

REVIEW ORDER and *DE NOVO* HEARING ORDER

Procedural History

On December 2, 2024, Amanda Martinho and Eric Martinho (the 'Tenants') applied in a A2 application seeking an order determining that Williams & McDaniels (the 'Landlord') arbitrarily or unreasonably withheld consent to the assignment or sublet of the rental unit to a potential assignee or subtenant.

This application was resolved by order LTB-T-100625-24 issued on October 3, 2025 by Member T. Hunt (the 'A2 Order'), which authorized the assignment of the rental unit to Eric Martinho effective November 1, 2025.

On October 15, 2025, the Landlord requested a review of the A2 Order, alleging the order contained a serious error, and requesting a stay of the A2 Order.

By Interim Order LTB-T-100625-24-RV-IN issued on October 17, 2025, Member F. Quattrociocchi directed the request for review to a review hearing, and stayed the A2 Order.

I heard the review on November 12, 2025 by videoconference. The Tenants, Landlord's agent Aaron Willing and the Landlord's legal representative John Andersen (paralegal).

NOTE: Amanda Martinho and Eric Martinho are both listed in the style of cause as "Tenants" and referred to as "Tenants" in this order because that is how they self-identified themselves in their A2 application form. However, based on the analysis and findings below, Eric Martinho was not a "Tenant".

Determinations:

Landlord's Review Request Granted for Serious Error

1. On the basis of the submissions made at the review hearing, I am satisfied that there is a serious error in the A2 Order. The Landlord's review request is granted.
2. The Landlord's legal representative submitted that the A2 Order only analyzed subsection 95(9) of the *Residential Tenancies Act, 2006* (the 'Act'), and came to a determination in paragraph 8 (that the Landlord arbitrarily or unreasonably refused consent to assignment to a potential assignee). This finding was made without considering the Landlord's testimony (mentioned in paragraph 4) that the Landlord was not consenting to assignment in general.
3. The Tenants submitted they believed no serious error had occurred and that the Member correctly determined there had been an arbitrary or unreasonable rejection of Eric as a potential assignee. The Tenants were unaware until recently that the Act allowed landlords to refuse to any assignment on a general basis, which would then trigger the tenant's recourse to vacate the rental unit providing only half the notice usually required (30 days instead of 60 days) and the termination date does not need to be at the end of a rental period.
4. Considering the types of serious errors listed in the Board's *Interpretation Guideline 8*, I am satisfied that an error of jurisdiction occurred, as well as an unreasonable finding of fact on a material issue which would potentially change the result of the A2 Order. Specifically, the Member failed to consider section 95(2) of the Act and made a determination without considering the Landlord's submission that section 95(2) had been engaged according to their evidence. Consequently, the Landlord's review request is granted.

De Novo (New) A2 Application Dismissed

5. Since the review request was granted, a *de novo* (new) A2 hearing was conducted. For the reasons explained below, the Tenants' application is dismissed.
6. The Tenants' claimed in the application that the Landlord arbitrarily or unreasonably refused to allow Amanda Martinho to assign the tenancy to Eric Martinho. They relied on various email strings regarding their request to first try to add Eric as an occupant; then to sublease the unit; then to request to assign the tenancy from Amanda and Eric. The confirmed that Amanda had in fact vacated the rental unit in October 2024 in order to start school in another city.
7. The Landlord's agent testified that the Landlord had chosen to refuse to consent in general, to any assignment of the rental unit. (In legal terms, the Landlord was choosing to rely on section 95(2) of the Act, which allows landlords to refuse to consent, when a tenant asks for an assignment.)
8. The parties admitted that on November 29, 2024, Amanda Martinho asked Aaron Willing to formally request a legal assignment of the tenancy to Eric Martinho.

9. The parties admitted on December 3, 2024, Mr. Willing wrote back within 7 days of Ms. Martinho's request by responding: *"I will inform you that: we do not give consent for you to assign your unit in general....your recourse is you may provide shortened termination notice of only 30 days, and the termination date does not have to be at the end of a rental period."*
10. Based on the admitted email threads, I am satisfied that the Landlord intended, and did engage, section 95(2)(b) of the Act, by providing their position within 7 days of Ms. Martinho's request. Having done this, they took the position they would consider Eric Martinho to start a new tenancy, but he would not be able to continue at Amanda's rental rate. They notified Amanda Martinho that she could give shorter notice (only 30 days instead of 60 days) and the last day of her tenancy did not have to be at the end of a rental period.
11. Just because a tenant has a specific person in mind who they hope to assign the tenancy to, does not mean a landlord has to agree to assignment at all. The Act allows landlords a mechanism to refuse to consent to assignment in general.
12. The Tenants failed to prove on a balance of probabilities that the Landlord unreasonably or arbitrarily refused to consent to an assignment to a specific person. Based on the email evidence and verbal testimony, I find that what actually occurred was the Landlord's response within a week of Ms. Martinho's request to assign, that the Landlord refused to consent to assignment in general.

It is ordered that:

13. The Landlord's request to review the A2 Order LTB-T-100625-24 issued on October 3, 2025 is granted since I found a serious error.
14. Order LTB-T-100625-24 and interim order LTB-T-100625-24-RV-IN are cancelled and replaced by this order.
15. The Tenants' A2 application is dismissed.

January 14, 2026
Date Issued

Michelle Tan
Vice Chair, Landlord and Tenant Board

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