



Order under Section 31 Residential Tenancies Act, 2006

Citation: John v Manor Park Management, 2026 ONLTB 5316

Date: 2026-01-21

File Number: LTB-T-080246-24

In the matter of: 203, 2310 FOX CRESCENT
OTTAWA ON K2B7K7

Between: Nikhil Jose John Tenant
Supritha Felix

And

Manor Park Management Landlord

Nikhil Jose John and Supritha Felix (the 'Tenant') applied for an order determining that Manor Park Management (the 'Landlord'):

- Collected or retained money illegally (T1 Application)
- arbitrarily or unreasonably withheld consent to the assignment or sublet of the rental unit to a potential assignee or subtenant. (A2 Application)

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

The Landlord's agent, Kanan Patel, the Landlord's legal representative, Grace George, and the Tenant attended the hearing.

Determinations:

Amendment Granted

1. The Tenant requested to change the T2 application to an A2 application. The allegations which the Tenant wished to address through the A2 application were clearly set out on the T1 application. The forms on which applications are filed are not prescribed by the *Residential Tenancies Act, 2006* (the 'Act'), they are ultimately a tool of convenience. As the allegations are clearly set out on the T1 application, I find there is no prejudice to the Landlord in allowing the allegations to proceed.

T1 Application

2. The Tenant wished to assign his lease (he referred to it as transferring) because he was starting a new job in a new town and needed to relocate. The Tenant had been paying \$1,450.00 per month in accordance with the terms of the lease. On September 20, 2024 he was included on an email to an approved assignee which confirmed that their application had been approved and they would be paying \$1,427.25 per month.
3. Although an assignment replaces one tenant with another while keeping all other terms of the lease the same, there is nothing in the Act which prevents a landlord from reducing rent at any time. Accordingly, there is nothing in the Act which prevents a landlord from charging an assignee a lesser rent than the original tenant. The Tenant was not charged an illegal rent.
4. The Tenant seeks the return of their rent deposit which the Landlord applied to the month of October 2024. In late September the Tenant advised the Landlord of their desire to move and end the tenancy. The earliest date on which the Tenant could have given notice to end the tenancy pursuant to the Act would have been November 30, 2024. The Tenant continued to be in possession of the rental unit late into October 2024. The Landlord correctly applied the rent deposit to October 2024.

A2 Application

1. The Tenant alleges that when he provided potential assignees to the Landlord for approval, the Landlord encouraged them to apply for other vacant units which were newer or larger and incentivised an easier application process. By September 20, 2024, the Landlord had approved the Tenant's first proposed assignee, Kathryn. This assignment was not completed because Kathryn changed her mind. While the Tenant speculates that Kathryn changed her mind about the unit because the Landlord encouraged her to do so, there is no evidence to support this. As the Landlord approved the Tenant's first proposed assignee, it is difficult to find that they arbitrarily denied the Tenant's request to assign.
2. One applicant, JA, sent a text message to the Tenant on October 12, 2024 describing the Landlord offering them a new lease on a different unit, resulting in them renting a unit other than the Tenant's. The Landlord says JA wanted to move on November 1, 2024 rather than the Tenant's preferred assignment date of October 1, 2024. As communications submitted into evidence show that the assignment process was being discussed between October 4 and October 12, this is plausible. Another applicant told a similar story in an undated recorded conversation. Unfortunately, the Tenant could not identify this applicant with certainty and the Landlord was unable to respond to an anonymous commentary. An agent, SH, told the Tenant that of two potential assignees they assisted, one took a unit elsewhere and one took a different unit with the same Landlord. The Landlord says the second person did not take a different unit in the same building, although it's possible they may have taken another unit owned by the Landlord as the Landlord owns many properties. Neither JA nor SH were summonsed as witnesses.
3. The Tenant's submissions that assignment requests were unreasonably denied were speculative and unsupported by credible evidence.

It is ordered that:

1. The application is dismissed.

January 21, 2026
Date Issued

Dawn Carr
Member, 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.