



**Order under Section 98 / 101
Residential Tenancies Act, 2006**

Citation: Fouchaux v Pakulski, 2026 ONLTB 6418

Date: 2026-01-19

File Number: LTB-T-102045-24

In the matter of: BASEMENT, 173 INDIAN ROAD
TORONTO ONTARIO M6R2W2

Between: Serge Fouchaux Tenant

And

Joanna Pakulski Landlord

Serge Fouchaux (the 'Tenant') applied for an order determining that Joanna Pakulski (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 heard by videoconference on October 15, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. On December 2, 2024 the Tenant asked the Landlord for consent to assign the rental unit to Clifford. This was framed as more of a fait accompli than a request as the Tenant intended for Clifford to move in almost immediately and had already collected a rent deposit from him prior to mentioning him to the Landlord.
2. Prior to this discussion, the Tenant had expressed an interest in moving and the parties had agreed that the rental unit would be listed for rent effective January 1, 2025. From this I infer that the parties agreed to end the tenancy on December 31, 2024. Any earlier transfer to a different tenant would require either an early termination of the tenancy or an assignment.

3. On December 2, 2024, the same day it was requested, the Landlord refused to consent to the assignment. Before refusing, the Landlord expressed concern that she had no information about Clifford other than that he was a senior, and that the tenant of the other unit which shares a bathroom with this unit may not find him a suitable housemate. When refusing the assignment, the Landlord stated, 'I waited all day for you to call me. You moved out! Where are my keys for the apt? Where are the keys??? I'm changing the locks on both doors now.' The Tenant replied that he was still renting the unit December 31, Clifford was moving in, and 'If you change the locks you owe me the LMR'. The Landlord replied 'you CAN NOT RENT THAT APT IM DOING RENOS NOW'.
4. Although the Landlord testified that she met with Clifford, determined he was not a suitable applicant because he is homeless and was able to pay first and last with money from family but had no ongoing income, and retrieved the keys from him, this contradicts her written statements which demand a return of they key. Because the Landlord makes no mention of meeting Clifford in her text communication and makes no mention of her concerns about his income, it is probable that this meeting occurred after the December 2, 2024 messages. When viewed as a total package, the communications from the Landlord show that the assignment request was unreasonable denied before the Landlord obtained enough information to make a reasonable determination on the suitability of Clifford as an assignee.
5. Further, by stating that the locks would be changed and the Tenant could not rent the unit to anyone else because renovations were being done, the Landlord cut off any further assignment requests.
6. The Landlord unreasonably refused consent to the assignment to Clifford and arbitrarily prevented the Tenant from making any other assignment request.

Remedies

7. Therefore, I find that the Tenant is entitled to a rent abatement of \$1,450.68. This represents a 100% rent abatement for the period of December 2-December 31, 2025 when the Tenant had moved out of the rental unit and was planning to recoup his rent through an assignment but was unable to do because of the Landlord's unreasonable or arbitrary refusal.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of [Eviction date].
 - \$1,450.68 for a rent abatement.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 30, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by January 30, 2026, the Landlord will owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.

January 19, 2026
Date Issued

Dawn Carr
Member, Landlord and Tenant Board

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