



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

File Number: LTB-T-007945-25

In the matter of: 508, 1219 Gordon Street
Guelph Ontario N1L1H2

Between: Kaitlin Hubahib Tenant

And

Bradley Walker Landlord

Kaitlin Hubahib, (the 'Tenant') applied for an order determining that Bradley Walker (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 January 19, 2026.

Only the Tenant, the Tenant's mother Karen Pua, and the interested parties Hannah Kennedy, Isabelle Bowen, and Renee Richard attended the hearing.

As of 9:32 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Preliminary issue:

As a preliminary matter, although the application was originally filed in the names of four individuals, only Kaitlin Hubahib (KH) should properly be named as the applicant tenant. The other three tenants are named on the lease, but they asked the Board to remove their names from the A2 application, stating that KH filed the application without their knowledge or consent and that they do not wish to participate. There was no objection. The Board granted the request and removed the other three individuals from the application. This amendment is reflected in this order.

Determinations:

1. KH filed an A2 application alleging that the Landlord arbitrarily or unreasonably withheld consent to an assignment of the rental unit to proposed assignees.

2. Section 95 subsection 1 of the *Residential Tenancies Act, 2006* (Act) provides that a tenant may assign a rental unit with the consent of the landlord, subject to the conditions set out in that section.
3. The evidence establishes that KH and three others hold the rental unit under a joint tenancy. They took possession on May 1, 2023. The monthly rent is \$2,516.00. On November 18, 2024, KH asked the Landlord to consent to an assignment. She sought to assign what she described as her personal interest to a replacement occupant. The Landlord did not consent. The other three joint tenants did not agree to any assignment or to the introduction of a new person into the household. There is no evidence that any joint tenant other than KH requested assignment from the Landlord.
4. In a joint tenancy, the tenants hold a single unified tenancy as against the Landlord. The obligations under the tenancy, including the obligation to pay rent and comply with its terms, are joint and several. A unilateral attempt by one joint tenant to assign to a third party would alter the composition of that single tenancy and would in substance sever or reconstitute it. Such a change requires the agreement of all joint tenants as well as the consent of the Landlord. In the absence of that agreement, there is no assignment in law to adjudicate. The statutory question of whether a landlord unreasonably withheld consent to an assignment only arises where a valid assignment is actually proposed. On these facts, there was no assignment because the other joint tenants did not consent.
5. I therefore find as a fact that the tenancy is a joint tenancy and that the other joint tenants did not consent to the proposed assignment. Without consent from all joint tenants and from the Landlord, there is no assignment in law. The application, which is premised on an alleged assignment, must be dismissed.

It is ordered that:

1. The Tenant's A2 application is dismissed.

January 28, 2026
Date Issued

Joy Xiao
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.