



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-069411-25

In the matter of: 208, 220 Mitton Street North
Sarnia Ontario N7T6H5

Between: Poorvika Kandiah Tenant

And

Skyline Living Landlord

Poorvika Kandiah (the 'Tenant') applied for an order determining that Skyline Living (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 22, 2026.

The Landlord's Legal Representative, Trevor Scheib, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,192.45.

Illegal Charge Collected:

2. The Tenant testified that when she asked the Landlord on June 23, 2025 about assigning her tenancy to another individual, the Landlord told her that there is a fee of \$250.00 to process an assignment application.
3. The Landlord testified the \$250.00 is for a background check and to pay staff to process the paperwork and this is part of their policy. When asked how much the background check was, the Landlord could not separate the cost from the flat administration fee.
4. I am satisfied on a balance of probabilities that this was an illegal charge. Section 95(7) of the *Residential Tenancies Act, 2006* (the 'Act') allows a landlord to "charge a tenant only for the landlord's reasonable out-of-pocket expenses incurred in giving consent to an assignment to a potential assignee." In my view, this does not allow for a flat administration fee, and I am not satisfied that the Landlord established that it incurred out-of-pocket expenses of \$250.00, or that they were reasonable—the Landlord did not provide any evidence of actual costs that it incurred processing the assignment request.

Assignment Denied and LMR to be Returned:

5. The Tenant sought for an assignment to a specific individual on June 23, 2025. The Landlord responded on June 23, 2025 with the following email:

“Thank you Poorvika, I have reached out to my colleague to get assistance with the Assignment, and I am hoping tomorrow she will be able to assist me with the paperwork process for this.”
6. The Tenant testified she never received a response accepting or denying the request for an assignment to the individual she presented, and on July 3, 2025 she served the Landlord with an N9 notice terminating the tenancy as of August 2, 2025 as the Landlord did not respond to the request to assign to a specific individual within 7 days of the request.
7. The Landlord sent an email on July 4, 2025 stating that they had approved the assignment request.
8. The Landlord stated that the email sent on June 23, 2025 was a response to the Tenant’s request to assign, and therefore the Tenant did not validly serve the N9 notice.
9. Section 95(4) of the Act states:

(4) A tenant may give the landlord a notice of termination under section 96 within 30 days after the date a request is made if,

(d) the tenant asks the landlord to consent to an assignment of the rental unit to a potential assignee and the landlord does not respond within seven days after the request is made. 2006, c. 17, s. 95 (4).
10. disagree with the Landlord’s position that the email sent on June 23, 2025 constitutes a response under section 95(4)(d) such that the Tenant was not entitled to serve a notice of termination. The Landlord’s email was neither a consent nor a denial, only a confirmation that the request had been received and that the Landlord’s employee was hoping a colleague could assist with the paperwork. I am not satisfied that this is a proper response within the meaning of section 95(4)(d), therefore I find that the Landlord did not respond to the Tenant’s request for an assignment to a specific individual within the required 7 days. The Tenant was entitled to serve the N9 notice of termination, and as a result the Landlord unlawfully retained the rental deposit in the amount of \$1,889.45.

Other Compensation Claimed:

11. The Tenant further sought general compensation for mental distress for having to call the LTB multiple times, and the TT was seeking for interest to be reimbursed from her line of credit.
12. I am not satisfied that the Tenant established on a balance of probabilities that she suffered mental distress, and there was no amount claimed for general compensation in the application. Therefore, this remedy is denied.

13. I am also not satisfied that the Tenant established on a balance of probabilities that the interest on her line of credit related to the Landlord not returning her last month rent deposit. Therefore, this remedy is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,192.45. This amount represents:
 - \$250.00 for the illegal charge collected.
 - \$1,889.45 for the last month's rent deposit.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Allana McComb
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.