



Order under Section 98 Residential Tenancies Act, 2006

Citation: Zhao v Halili, 2026 ONLTB 20200

Date: 2026-03-20

File Number: LTB-T-010660-25

In the matter of: 2515, 488 UNIVERSITY AVENUE
TORONTO ONTARIO M5G0C1

Between: Yiduo Zhao Tenant

And

Rushan Halili Landlords
Aubrey Anderson
Drita Halili

Yiduo Zhao (the 'Tenant') applied for an order determining that Rushan Halili, Aubrey Anderson, and Drita Halili (the 'Landlords') 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 February 10, 2026.

The Tenant, the Tenant's representative, Xianyu Luo, and the Landlords, attended the hearing.

Determinations:

1. This application is about a tenancy where the Tenant prepaid the rent for a year and provided a key deposit. The Tenant wanted to move out prior to the end of the one-year lease term and attempted to assign the balance of the lease term. When the Landlords refused consent outright, the Tenant gave 30 days' notice to terminate the tenancy early and now seeks the return of the excess rent monies paid.
2. For the reasons that follow, I am satisfied the Tenant is entitled to the return of excess rent paid for the period commencing January 21, 2025. The Landlords are ordered to pay the Tenant \$22,954.92 for excess rent paid and the Tenant's filing fee.
3. The tenancy agreement was for a fixed term one-year tenancy for the period of August 1, 2024 to July 31, 2025. The rent charged was based on a monthly rent of \$3,600.00 together with a \$300.00 refundable key deposit.

4. The Tenant paid the first and last month's rent together with 10 months rent before or on the first day of the tenancy. The total rent paid was \$43,200.00. It was the Tenant's understanding that this was a condition for renting the unit.
5. The Tenant is an international student who has ongoing health issues and did not have medical insurance coverage for her condition in Canada. The Tenant testified that she needed to travel to China to receive medical treatments.
6. On November 17, 2024, the Tenant received an email from the Landlords consenting to subleasing the rental unit with a signed Consent for a sublease agreement. (DOC7284811 pages 35 and 36)
7. The Tenant testified that she used a realtor to find a subtenant to sublease the rental unit and a Sublet Agreement was signed. The term of the sublease was from January 1, 2025 to July 30, 2025. The Landlords had no objection to the proposed subtenant.
8. On November 26, 2024, the Tenant asked the Landlords if they could sign a new lease with the potential tenant and they agreed.
9. On December 16, 2024, the Landlords advised the Tenant that the Condominium Management did not allow rental units to be subleased and accordingly withdrew the consent to sublease to the proposed subtenant.
10. The Landlords received a violation notice from the Condominium Management that the rental unit could not be sublet as set out in section 6.2 of the Condominium Declaration. (DOC5045834)
11. The Tenant testified that on December 17, 2024, the Condominium Management advise her by email that Section 6.2(1) of the Corporation's Declaration did not permit subleasing in the building. However, the Landlords could submit a new lease to the Condominium Management that is over six months for approval. (DOC7284811 pages 64 and 65)
12. The Tenant understood that the lease could be assigned to a new tenant if it exceeded six months or a new lease was signed.
13. The Tenant did not intend to move back to the rental unit at the end of the proposed subtenancy, so the Tenant asked to assign the balance of the tenancy to the potential candidates.
14. The Tenant contacted the Landlords to request approval for the prospective tenant who was interested in subleasing the rental unit, and to proceed with the arrangement as an assignment. The Landlords did not want to consent to the assignment to the prospective tenant because that person was not interested in occupying the rental unit for more than the balance of the Tenant's term.
15. The Tenant submitted into evidence a text message from the Tenant's realtor informing her that he had found two potential tenants for the assignment of the lease. (DOC7284811 pg. 53) One prospective tenant was seeking a one-year lease while the second was agreeable to a two-year lease. Both were willing to proceed by signing either an assignment of the existing lease or a new lease. Both potential tenants had professional occupations.

16. The Landlords did not provide any consent to these potential tenants.
17. The Tenant proposed other options which were declined by the Landlords.
18. The Landlords submitted that they did not have an opportunity to screen the proposed tenants and that they were waiting for the signed legal documents from the Tenant which they did not receive.
19. The Landlords agree that the Tenant wanted a potential tenant to be in the rental unit before the end of December.
20. The Landlords submitted that it was not possible to assign the lease because the Tenant had to be in a lease for more than six months. (DOC5045823 pg. 2) The Landlords further declared that this was stated in the Violation Notice received.
21. The Landlords refused to accept any of the potential assignees insisting that subletting and assignment of the rental rent were not allowed by the Condominium Management.
22. I examined the Violation Notice and noted that it referred to subletting the rental unit or leasing it for a short-term of less than six months. It does not make reference to an assignment of the lease. In other words, the Landlords arbitrarily and unreasonably refused consent to any assignment of the balance of the lease term because the Tenant had only been in the lease for four months.
23. Pursuant to s. 95(4) of the *Residential Tenancies Act, 2006* (the 'Act'):
 - (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,
 - (a) the tenant asks the landlord to consent to an assignment of the rental unit and the landlord refuses consent;
 - (b) the tenant asks the landlord to consent to an assignment of the rental unit and the landlord does not respond within seven days after the request is made;
 - (c) the tenant asks the landlord to consent to an assignment of the rental unit to a potential assignee and the landlord refuses consent to the assignment under clause (3) (c); or
 - (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.
24. The Tenant required medical treatment immediately in China and vacated the rental unit on December 28, 2024. The keys were returned to the Landlords, and the Tenant received a refund of the \$300.00 key deposit.
25. Given the behaviour of the Landlords here in refusing to even consider an assignment of the balance of the lease term, the Tenant had the right to give 30 days' notice to terminate

the tenancy, which the Tenant did. As a result, the tenancy terminated pursuant to the Tenant's valid N9 notice effective January 20, 2025.

26. Technically, one could argue that this application should have been filed in Form T1 for the return of the excess rent paid but nothing turns on this technicality. The Landlords fully understood the case to be met, and the Board has the power to amend an application on its own motion pursuant to s. 201(1)(f).
27. The Tenant is entitled to the return of the rent paid for the period January 21, 2025.
28. The Tenant is entitled to excess rent paid from January 21, 2025 to July 31, 2025.

January 2025 – 11 days inclusive = \$3,600.00 x 12 months ÷ 365 days/year x 11 days = \$1,301.92	\$1,301.92
February 1, 2025 to July 31, 2025 – 6 months x \$3,600.00 = \$21,600.00	\$21,600.00
The Tenant's filing fee:	\$53.00
TOTAL	\$22,954.92

It is ordered that:

1. The tenancy between the Landlords and the Tenant terminated as of January 20, 2025.
2. The Landlords shall pay the Tenant \$22,954.92. This amount represents:
 - \$53.00 for the cost of filing the application; and
 - \$22,901.92 excess rent collected.
3. The Landlords shall pay the Tenant the full amount owing by April 3, 2026.
4. If the Landlords do not pay the Tenant the full amount owing by April 3, 2026, the Landlords will owe interest. This will be simple interest calculated from April 4, 2026, at 4.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 20, 2026
Date Issued

Rosemarie Ortiz
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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