



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Asset Maintenance Pros v Han, 2026 ONLTB 26328

Date: 2026-04-02

File Number: LTB-L-048358-25-RV

In the matter of: 826, 130 COLUMBIA ST W
WATERLOO ON N2L0G6

Between: Asset Maintenance Pros Landlord

And

Sung Min Han Tenant

Review Order

Asset Maintenance Pros (the 'Landlord') applied for an order requiring Sung Min Han (the 'Tenant') to pay the rent that the Tenant owes.

This application was resolved by order LTB-L-048358-25, issued on February 12, 2026.

On February 12, 2026, the requested a review of the order.

The review was heard by videoconference on March 25, 2026.

The Landlord's representative Janet van Oordt and the Tenant attended the hearing. Sarah Brown testified for the Landlord.

Reasons:

1. This application arose from a dispute over when the Tenant's tenancy had legally ended. The Tenant gave notice to end the tenancy effective April 30, 2025, and vacated on that date. The Landlord argued that the notice was invalid, and that the tenancy did not terminate until August 27, 2025.
2. After hearing the matter, the Landlord and Tenant Board (LTB) agreed with the Landlord, and ordered to Tenant to pay rent to August 27, 2025. The Tenant requests a review.
3. The only issue before me in this review is whether the LTB erred in finding the Tenant's notice of termination to be invalid.

Review

4. The Tenant's position at the hearing was that he had requested the Landlord's consent to assign the tenancy pursuant to section 95 of the *Residential Tenancies Act, 2006* (RTA),

and that the Landlord did not respond within seven days. Consequently, he argued that he was permitted by section 95(4)(b) to give a notice of termination.

5. In her Reasons, the Member acknowledged the Tenant's testimony that he had requested the Landlord's consent to assign the unit. However, in her analysis, she erroneously considered the Tenant to have requested consent to sublet. Assignment and subletting are two different concepts governed by different provisions of the RTA.
6. Perhaps because she had erroneously characterized the request as a sublet request, the Member failed to apply the test in section 95(4)(b), which does not apply to sublet requests. The Member held as follows:

I find on a balance of probabilities that the Landlord did not fail to respond to the Tenant's request to sublet, the Tenant did not actually have someone interested in subletting the unit. The Tenant's own emails show he was very familiar with the process of subletting as he had sublet the unit before.

7. In other words, the Member found that the Tenant had not made a valid sublet request because he did not have a potential subtenant, and consequently the Landlord was not required to respond. This was a serious error. Section 95(4)(b) applies to a request under section 95(2) for consent to assign the unit generally. A potential assignee is not required.
8. I therefore granted the review and held a new hearing of the issue.

New hearing

Issue and facts

9. The real issue in this case is not whether the Tenant's request for consent to assign the unit was valid; it is whether the Landlord received the request. The Tenant sent the request by email. The Landlord says the Tenant used the wrong email address, and the request did not come to its attention.
10. Section 95 applies "if a tenant asks a landlord to consent to an assignment of a rental unit." It does not specify how the request can or cannot be made.
11. Since the request was made by email, it seems to me that it was a "document" within the meaning of the RTA. Section 191(1) sets out the ways in which a document can be sufficiently given to a person. Section 191(2) provides that where a document is not given in accordance with section 191(1), it is deemed to have been validly given if it is proven that its contents actually came to the attention of the recipient.
12. Section 95 does not explicitly state that a request for consent to assign must be "given" to a landlord. However, when making a written request, writing it down is only the first step. The document must then be given to the requestee. In my view, section 191 applies.
13. Hence, the Tenant must establish either that his email complied with a method of service permitted by section 191(1), or that the email's contents came to the Landlord's attention pursuant to section 191(2).

14. Section 191(1) does not provide for service by email, but section 191(1)(g) provides for service by any other means allowed in the Rules. Rule 3.1(h) provides for service “by email if the person or party receiving it has consented in writing to service by email.”
15. The lease agreement in this case provided that “both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board’s Rules of Practice,” and provided an email address for the Landlord.
16. When the Tenant sent his request for consent to assign, he did not send it to the email address specified in the lease. First, he sent it to the email of a specific employee of the Landlord. Unfortunately, the employee no longer worked for the Landlord, and the Landlord did not receive the email.
17. When the Tenant did not receive a reply, he consulted the Landlord’s online portal for information on how to contact the Landlord. He found an email address, which was different from the one in the lease. He sent his request to that address. When he did not receive a reply after seven days, he gave notice to end his tenancy under section 95(4)(b).
18. The Landlord says that in the normal course, it would have replied to the Tenant’s email by telling him that he had used the wrong address, and directing him to send his request to the address in the lease. Unfortunately, for unknown reasons the Landlord did not notice the Tenant’s email and did not respond to it.

Analysis

19. The RTA recognizes that email is not always a reliable form of communication. For that reason, section 191(1) does not provide for service of documents by email, and Rule 3.1(h) permits it only if a party has consented.
20. The Landlord consented to receive service by email to a specific address. In doing so, it accepted that it could reliably receive emails at that specific address. It did not accept that it could reliably receive emails at its employees’ addresses or the address on its portal.
21. The Tenant reasonably thought that the email address on the Landlord’s portal was a good way to contact it. However, although that address was a way to contact the Landlord, it was not an address at which the Landlord had consented to receive service of legal documents. Thus, the Landlord was not required to carefully monitor the portal address to ensure that it received assignment requests.
22. Nonetheless, in the normal course, the Tenant’s request would have come to the Landlord’s attention through the portal email. In that case, section 191(2) would apply and the request would have been validly made.
23. In this case, for reasons unknown, the email did not come to the Landlord’s attention. While that is unfortunate, it is exactly what is contemplated by Rule 3.1(h): service to an email address is not valid unless the recipient has confirmed the reliability of the address by consenting to service.

24. I conclude, therefore, that the Tenant did not request the Landlord's consent to assign the tenancy within the meaning of the RTA. He tried to request consent, but did not validly give his request to the Landlord.

Result

25. I have reached the same conclusion as the original Member, albeit for different reasons. I will issue the same order, for payment of arrears to August 27, 2025.

It is ordered that:

1. Order LTB-L-048358-25, issued on February 12, 2026, is cancelled and replaced by this order.
2. The Tenant shall pay to the Landlord \$11,083.34. This amount includes rent arrears owing up to August 27, 2025 and the cost of the application minus the rent deposit and interest owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

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Toronto ON M7A 2G6

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

