



Order under Section 98 Residential Tenancies Act, 2006

Citation: Jannati v Effort Trust Rental, 2026 ONLTB 25702

Date: 2026-04-01

File Number: LTB-T-024955-25

In the matter of: 26, 154 Erb Street East
Waterloo ON N2J 1M4

Between: Mahshid Jannati Tenant

and

Effort Trust Rental
Andrea Jones Landlords

Mahshid Jannati (the 'Tenant') applied for an order determining that Effort Trust Rental Andrea Jones (the 'Landlords') arbitrarily or unreasonably withheld consent to the assignment or sublet of the rental unit to a potential assignee or subtenant.

The Tenant, the Landlord Andre Jones and the Landlords' legal representative Kristin A. Ley attended the hearing.

Determinations:

1. The Tenant seeks compensation because the Landlord withheld consent to extend a sublet agreement. The Tenant's unchallenged evidence proves on a balance of probabilities that:
 - (a) The tenancy agreement contemplated a one-year term beginning on September 1, 2021 and ending on August 31, 2022.
 - (b) The tenancy renewed as a month-to-month tenancy by operation of section 38 of the *Residential Tenancies Act, 2006* (the 'Act').
 - (c) The Tenant gave possession of the rental unit to one H.C. for the period January 1, 2025 to May 31, 2025 with the Landlord's consent. The Tenant continued paying the rent.
 - (d) By email of March 17, 2025, the Landlord refused the Tenant's request to extend the arrangement until December 31, 2025 stating categorically that it would not consent to any further sublets or assignments.
 - (e) On March 24, 2025, the Tenant filed this application seeking an order authorizing H.C. as a subtenant.

- (f) On or about April 10, 2025, the Tenant delivered a notice of termination on form N9, appointing May 31, 2025 as the date of termination, citing clause 95(4)(c) and subsection 96(2) of the Act.
 - (g) On April 30, 2025, the Tenant delivered a request to amend her application to claim monetary relief for moving and storage expenses, wages forgone while moving and emotional distress, characterized as an abatement of rent under paragraph 4 of subsection 98(3).
 - (h) The Landlord regained possession of the unit on May 31, 2025.
2. The Tenant argues that subsection 97(2) of the Act prevents the Landlord from unreasonably or arbitrarily withholding consent to sublet to a potential subtenant. The flaw in the argument is that the term of this statutory tenancy could not be greater than one month. Clause 2(2)(b) of the Act codifies what is trite law: no tenant can sublet an interest greater than she has. The Tenant's attempt to sublet beyond one month was legally impossible.
 3. Therefore, guided by section 202 of the Act, I find that in substance the Tenant was requesting an assignment of the tenancy to H.C.. I further find that the Landlord's general refusal was authorized by clause 95(3)(c) of the Act. Under these circumstances, the only recourse available to the Tenant is the one she exercised: to terminate the tenancy on 30 days' notice under section 96.
 4. I question whether the remedies claimed in the request to amend are the sort contemplated by subsection 98(3) but the issue does not arise here because, even if the amendment were to be granted, the Tenant could not establish liability on a balance of probabilities for her application has no merit for reasons stated.

It is ordered that:

1. The application is dismissed.

April 1, 2026
Date Issued

Nersi Makki
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.