



Order under Section 98 Residential Tenancies Act, 2006

Citation: Farooq v SKPM Rents 2, 2026 ONLTB 28447

Date: 2026-04-07

File Number: LTB-T-012454-25

In the matter of: 3, 2690 MEADOWBROOK LANE
WINDSOR ON N8T2Y4

Between: Neelam Farooq
Muhammad Farooq Tenants

And

SKPM Rents 2 Landlord

Neelam Farooq and Muhammad Farooq (the 'Tenants') applied for an order determining that SKPM Rents 2 (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 March 3, 2026.

The Landlord's Agents, Stacey Louviere and Lakshay Dhawan ("LD"), the Landlord's Legal Representative, Sean Beard, and the Tenants attended the hearing.

Determinations:

1. This application was filed on February 14, 2025. The Tenants allege that the Landlord arbitrarily or unreasonably withheld consent to the assignment of the rental unit to a potential assignee.
2. The tenancy commenced on September 1, 2025 for a fixed one-year term ending on August 31, 2025.
3. The Tenant, Neelam Farooq ("NF") testified that they asked the Landlord if they could assign the rental unit to another tenant in the same building at the beginning of November 2024. The Landlord denied the request in the last week of November 2024 and informed the Tenants the potential assignee could not be another tenant.
4. NF testified that the Tenants provided the Landlord with another potential assignee at the end of November 2024 or in the beginning of December 2024 and the Landlord denied the request due to the Tenants being in arrears.

5. NF testified that the Tenants subsequently received a N4 notice of termination in December 2025 with a termination date of December 31, 2024 and did not take any further steps to assign the rental unit. The Tenants vacated the rental unit on or about January 15, 2025.
6. LD is the Landlord's property administrator. LD testified that the Landlord received a N9 notice from the Tenants on November 4, 2024 with a termination date of December 31, 2024. The Landlord did not accept the N9 notice as the Tenants were on a fixed lease and provided the Tenants options to assign the rental unit.
7. LD testified that the first potential assignee was denied as they were an existing tenant in another unit and the assignment request would contradict a transfer request.
8. LD testified that a condition for the Landlord to consider an assignment request would be that the Tenants were in good standing. When the Tenants reached out to the Landlord with the second potential assignee, the Tenants were in arrears. The Tenants were told that they needed to clear the arrears before the Landlord could review the assignment request.
9. LD testified that the Tenants paid the arrears in January 2025 and on January 17, 2025, the second potential assignee informed the Landlord they were no longer interested as they secured a unit elsewhere.
10. Based on the evidence before the Board, I find that the Tenants have failed to meet the burden of proof to establish that Landlord arbitrarily or unreasonably withheld consent to the assignment of the rental unit to a potential assignee.
11. The Landlord declined the first potential assignee because they were an existing tenant in another unit. In my view, the point of an assignment is to allow a tenant to transfer the tenancy agreement to a new tenant without putting the Landlord at a disadvantage. If the Landlord had consented to this potential assignee, the Landlord would have a vacant unit that they would have to exert time and effort to re-rent. Considering this, I do not find the Landlord denying the first potential assignee to be unreasonable.
12. With regards to the second potential assignee, the Landlord's position was that the Tenants cannot assign the rental unit while the Tenants are in arrears. I do not find this position to be unreasonable. One would expect the tenant to be in good standing if they were to transfer the tenancy to someone else. Consenting to the assignment request while the Tenants were in arrears would put the Landlord in an economically adverse position. Once the arrears were paid, the Landlord did not refuse to consider the assignment request but it was the potential assignee that no longer wanted the rental unit.
13. I also find that the Tenants' assignment request to be moot the instance the Landlord served the N4 notice of termination. The Tenants no longer had to assign the rental unit to terminate the tenancy. The Tenants wanted to vacate the rental unit by December 31, 2024 and were entitled to do so in accordance with the N4 notice of termination pursuant to section 37(2) of the Act.
14. In light of the above, I cannot find that the Landlord arbitrarily or unreasonably withheld consent to the Tenants' requests for assignment. The Tenants' application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

April 7, 2026

Date Issued

Vicky Liu

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.