



Order under Section 135 Residential Tenancies Act, 2006

Citation: Ahmadi v Galati, 2026 ONLTB 26952

Date: 2026-04-10

File Number: LTB-T-070289-25

In the matter of: Basement, 6 TRASK DR
BARRIE ON L4N5R4

Between: Helia Ahmadi Tenant
Muhammad Idris Khan

And

Salvatore Galati Landlord

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Helia Ahmadi and Muhammad Idris Khan (the 'Tenant') applied for an order determining that Salvatore Galati (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 23, 2026.

Only the Tenants attended the hearing.

As of 10:07 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenants claim that the tenancy was terminated on August 17, 2025, they seek a prorated portion of their last month's rent deposit that the Landlord failed to return to them.
3. The Tenants testified that on July 11, 2025, they sought the Landlord's consent to assign the tenancy due to a change in employment circumstances and requirement to move out prior to the expiry of their one-year lease agreement on

November 30, 2025. While the Landlord initially agreed verbally on the same date of July 11, 2025, declined the request to assign the unit to a couple the Tenants had found and for which the Landlord was forward particulars about and was going to meet in person.

4. That once a formal agreement was drafted, the Landlord refused to sign the assignment agreement on July 16, 2025 advising them that it was his preference to enter into the tenancy agreement with the assignees in a separate tenancy agreement and not through the assignment process.
5. A meeting was set up with the prospective tenants and the Landlord to take place on July 20, 2025, however the Landlord refused to meet them until August 1, 2025. Ultimately, the assignees changed their mind and decided not to proceed with the assignment.
6. The Tenants said that the then provided the Landlord an N9 notice to end the tenancy ("N9") on July 19, 2025, with a termination date of August 17, 2025. The Tenants testified that they moved out of the rental unit prior to the termination date, on July 31, 2025.
7. The Tenants testified that they paid a deposit of \$1,500.00 at the start of the tenancy, and as the tenancy terminated on August 17, 2025, they seek a reimbursement for the period of August 17, 2025 to August 31, 2025.

Termination of tenancy

8. Section 95 of the Residential Tenancies Act, 2006 (the 'Act') provides that a tenant may assign a rental unit to someone else with the consent of the landlord. Section 95(4) goes on to provide that:

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.
9. Section 95 (5) provides that: A landlord shall not arbitrarily or unreasonably refuse consent to an assignment of a rental unit to a potential assignee under clause (3) (b).

10. Section 96 (1) provides that: A tenant may give notice of termination of a tenancy if the circumstances set out in subsection 95 (4) apply.
11. Section 96 (2) clarifies that a tenant may give notice to terminate under section 95 (4) and that the termination date specified in the notice must be at least the lesser of the notice period otherwise required under the Act or 30 days.
12. Here, the Tenants testified that they had a one-year fixed term lease that commenced December 1, 2024, and ended November 30, 2025. Section 44(4) of the Act provides that 60 days' notice is required to terminate a fixed-term tenancy, and the termination date must be the last day of the term. Therefore, the lesser of the period from section 44(4) and section 96(2) is 30 days.
13. Based on the uncontested evidence before me, I am satisfied that the Tenants requested permission to assign the rental unit on or about July 11, 2025 and were provided oral agreement to proceed to finding assignees, on July 16, 2025 however, the Landlord refused to sign off on the agreement. The reason being that the Landlord wanted to enter into a month-to-month tenancy with the assignees outside of the assignment process.
14. As outlined above Section 95 (5) provides that: A landlord shall not arbitrarily or unreasonably refuse consent to an assignment of a rental unit to a potential assignee under clause (3) (b). Here, the reason provided for the refusal appears arbitrary as the Tenants submitted that the Landlord was forwarded the identifications for the prospective assignees and that both were employed in a professional capacity. There was no other evidence adduced for the refusal.
15. On this basis, the Tenants were permitted to terminate the tenancy under section 95(4)(c), and were required to provide 30 days' notice under section 96(2) of the Act. Here the Tenant's provided the N9 notice to the Landlord on July 19, 2025 with a termination date of August 17, 2025.
16. The Tenants did not provide the 30 days' notice required pursuant to section 96(2) of the Act. While the Tenants asked that the Board consider the lost time between when they assumed they had a verbal agreement with the Landlord to the time the Landlord refused to sign the assignment, the notice they served is not compliant, this despite the Tenants turning over the keys to the Landlord on July 31, 2025.
17. For the reasons outlined above, as the tenancy did not terminate lawfully on August 17, 2025, the claim for the partial repayment of the last months rent deposit as outlined in the Tenants' application must be dismissed.
18. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenants' application is dismissed.

April 10, 2026
Date Issued

Alicia Johnson
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.