



Order under Section 98 Residential Tenancies Act, 2006

File Number: LTB-T-025385-25

In the matter of: Third FL, 524 Bathurst Street North
Toronto Ontario M5S2P9

Between: Matthew He Tenant
Eric Lin

And

Gary Huang Landlord

Matthew He (the 'Tenant') applied for an order determining that Gary Huang (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 9, 2026.

The Landlord and the Landlord's Agent Ricky Huang and the Tenant Matthew He and the Tenant's Legal Representative's Seema Kavar and Ayisha Jilani attended the hearing.

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.

Determinations:

The Tenant Eric Lin

1. At the hearing it became clear that there was another Tenant Eric Lin, who had signed the lease agreement. The Tenant's Legal Representative indicated that Eric Lin was not named in the Application and did not wish to participate in the hearing. Given that the tenancy is a joint tenancy and both Matthew He and Eric Lin were Tenant's I am satisfied that it is appropriate to amend the Application to add Eric Lin as a Tenant.

The Request to Amend

2. At the hearing the Tenant's Legal Representative requested an amendment to the Application to increase the abatement sought from \$8,400 to \$11,200.00 and clarified that

the Tenant was seeking an abatement for a period of 4 months, from May 1, 2025 to August 1, 2024.

3. The Landlord contested the request to amend, as it would be prejudicial to them.
4. I am satisfied that it is appropriate to grant the request to amend. In my view it is sufficiently clear from the Application that the period in dispute is from May 1, 2024, to August 31, 2024 and that the Tenant is seeking a abatement for these months. As this is clear from the original Application, I am not satisfied that it is prejudicial to the Landlord to amend the quantum sought by the Tenant.

The A2

5. The Tenant testified that when they moved into the rental unit they signed a one-year lease agreement which was set to expire on August 31, 2024 and paid a despot of 5 months rent, being the first months rent and the last 4 months rent, from May to August, 2024 in the amount of \$11,2000.00
6. He testified that he was not planning to reside in the rental unit from May to August 2024 and intended to secure a sublet, which his roommate Eric Lin agreed to. However, Mr. Lin had limited involvement in the sublet process.
7. The Tenant testified that he texted the Landlord's Agent Ricky Huang on March 22, 2024, and explained that he had found two potential sublessor and had all of their information, including credit scores, employment letters, and refences for approval, and asked Mr. Huang where he should send this information. He was advised by Mr. Haung to sent it via email, which he did on March 23, 2024.
8. He testified that a few days alter he sent over a subtenancy contract which he had prepared to Mr. Huang for his review and approval. This agreement had been signed by both named Tenants. The term was to be from May 2024 to August 2024.
9. He testified that he followed up with a phone call to Mr. Huang who raised some small objection about the credit score of one of the proposed sublessors but did not say much beyond that. He testified that he received no further response with respect to the sublet request.
10. He testified that he texted Mr. Huang on March 26, 2024, to reassure him about the proposed sublessors credit score, as the Tenants had already prepaid the rental deposit and were therefore the taking the financial risk of the sublessor. He also informed Mr. Huang that his mother had called the proposed sublessors references.
11. He testified that he had also asked the proposed sublessor to provide a deposit and the suggestion of the Landlord's father.
12. The Tenant testified that he made one more attempt to call and sent two more text messages, but Mr. Huang avoided communicating with him about the proposed sublet. The Tenant kept in contact with the proposed sublessor, who followed up multiple times to determine if the sublet had been approved. He testified that over 10 days after he first sent

the Landlord the information on the sublet, the proposed sublessor decided to pull out of the proposed sublet. He was not certain what had prompted this decision.

13. The Tenant testified that he continued to attempt to secure other sublessors and located another potential sublessor who was prepared to sublet the unit from June to August 2024 and would pay \$1000.00 per month in rent. He testified that the sublessor provided a reference letter credit score, and proof that he was a student.
14. He testified that he also organised a meeting between himself, his, mother and the Landlord's father, he testified that he believed the Landlord's father did not have a problem with the proposed sublessor. However the Landlord and his father refused to assign a subtenancy agree that the Tenant had prepared and brought to the meeting.
15. He testified that he nevertheless believed that everything was good as the Landlord's father seemed to like the proposed sublessor. However, on May 5, 2024 the Landlord requested the Tenant pay a deposit of \$2800.00 in exchange for confirmation of the sublease.
16. He testified that both Tenants decided to terminate the lease agreement. He testified that he moved out and formally left the unit behind on June 13, 2024 and signed an N9 with a termination date of June 14, 2024.
17. The Landlord testified that while the Tenant Matthew He requested a sublet the Tenant Eric Lin did not, and he could not allow one Tenant to sublet and not the other. He testified that he was also concerned that the credit score for the initial proposed subtenant was 635, however he was not opposed to the sublet and was waiting for Eric to sign. He testified that he never informed the Tenant that they would not consent to the sublet request.
18. He acknowledged meeting with the second prospective sublessor but indicated that everything was done verbally and he did not see documents or bank statements and was waiting for these documents. He also testified that he wanted to perform a background check and was waiting for the Tenant to send him additional documentation. He testified that after this meeting the only follow up they received from the Tenant was an indication that they would be proceeding to the Landlord and Tenant Board.
19. He denied requesting that the Tenant pay a deposit for the approval of the second proposed sublessor and testified that he was still waiting for the Tenant to send the proposed sublessors credit score, bank statements, and other general background and were ready to move forward if those documents were sent.

Analysis

20. While the Tenant's Legal Representative asserted throughout the hearing that the Tenant requested a sublet, I am satisfied that when I apply Section 202 of the Act and consider the true substance of the interactions between the parties, it was clear that the Tenant was in fact seeking an assignment of the tenancy with request to their first request. At the hearing I put this to the parties and indicated that I may interpret the request as either a sublet or assignment request, based on the true substance of the interactions between the parties.

21. The Act adopts the common law definition of subletting, and three conditions must be met:

- The Tenant must vacate the rental unit
- Tenant gives someone the right to occupy for a term ending on a specified date that must be a date before the end of the fixed lease term or period; and
- Tenant has the right to resume occupancy after the specified date

22. In this case, while the Tenants intended to vacate the rental unit, there was no intention to give the proposed sublessor the right to occupy the rental unit for a term ending on a specified date before the end of the fixed term lease as the fixed term lease was set to expire on August 31, 2024, the same day specified as the end of the sublet agreement. Additionally, the Tenant was clear that they had no intention of resuming occupancy after the term of the sublet expired.

23. Therefore, I am not satisfied that the conditions required for a sublet were met. However, I am also satisfied that it is appropriate to consider the Tenant's first request as an assignment. Based on the testimony of the parties I am satisfied that while the request was presented as a sublet it was clear to all parties that the Tenant's were actually seeking to assign the tenancy, and it was clear to the Landlord that the Tenant wished to have the proposed sublessor assume the remainder of the tenancy. Additionally, the Landlord's hesitancy towards the request appears not to have been based on the assertion fact that the request was not a sublet, but that the Tenant Eric Lin has not also made the request.

24. The Tenant made the request to assign the unit on March 22, 2024, and the Landlord did not respond to this request within 7 days. While there was clearly some dialogue between the parties I am not satisfied that the Landlord ever formally agreed to or refused the request, and therefore did not respond, and I am not satisfied that this was reasonable under the circumstances.

25. While the Landlord testified that they had some concerns regarding the credit score of one of the potential assignees, it appears that the Landlord's primary motivation for not responding to the request was that the Tenant Eric Lin had not made a request to sublet/assign.

26. I do not accept this argument. The "Sublet Agreement" sent to the Landlord on March 27, 2024, is clearly signed by both Tenant's including the Tenant Eric Lin and could reasonably be interpreted to constitute a request from Mr. Lin to assign the sublet or tenancy.

27. Therefore, as the Landlord did not respond to the Tenant's request to assign a potential assignee, and I do not accept the Landlord's explanation for this failure to respond I find that the Landlord has unreasonably refused the request to assign to a specific assignee. This triggers the Tenant's right to file an A2 Application.

28. The Tenant did terminate the tenancy by way of N9 within 30 days of their request, however they did provide an N9 form dated May 14, 2024, with a termination date of June 14, 2024 and both Tenant's vacated the rental unit on June 14, 2024. Therefore, I am satisfied that the Landlord had possession of the rental unit from June 15, 2024. As I am satisfied that the Landlord unreasonably withheld consent to an assignment, I am satisfied

that the Board has the authority to terminate the tenancy and it is appropriate to terminate the tenancy effective June 14, 2024.

29. Therefore, the tenancy between the Landlord and Tenant is terminated effective June 14, 2024, and the Tenant is entitled to a rebate of the rent paid from June 15, 2024 to August 31, 2024.

Remedies

30. Therefore, the tenancy will end on June 14, 2024.

31. Therefore, I find that the Tenants are entitled to a rent abatement of \$6,9800.75 which represents the rent paid from June 15, 2024 to August 31, 2024.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 14, 2024. The date the Tenant's vacated the rental unit.
2. The Landlord shall pay the Tenant \$7,033.75. This amount represents:
 - \$6,9800.75
 - \$53.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by April 26, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by April 26, 2026, the Landlord will owe interest. This will be simple interest calculated from April 27, 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.

April 15, 2026
Date Issued

Reid Jackson
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.