



**Order under Section 98
Residential Tenancies Act, 2006**

File Number: LTB-T-038714-25

In the matter of: 27-4, 11 Majestic Drive
Nepean Ontario K2G1C5

Between: Claire Maher Tenant

And

Shayan Khalid Landlord
Woodroffe Place Leasing

Claire Maher (the 'Tenant') applied for an order determining that Shayan Khalid and Woodroffe Place Leasing (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 April 8, 2026.

The Landlord's Legal Representative, Francisco Gomez, and the Tenant attended the hearing.

Determinations:

1. In the Tenant's A2 application, the Tenant alleges that the Landlord arbitrarily or unreasonably refused consent to assign the tenancy. The Tenant seeks an order terminating the tenancy effective May 31, 2025.

Evidence:

2. The Landlord and the Tenant entered into a one-year lease agreement commencing September 4, 2024, for the rental of a room. The lease was to end on August 25, 2025.
3. The Tenant testified that on February 24, 2025, she notified the Landlord's management office that she intended to move out as of May 31, 2025. She stated that this provided more than 60 days notice. The Tenant testified that the Landlord denied the request and required her to find a new tenant to take over the lease.
4. The Tenant further testified that, on March 13, 2025, the Landlord emailed her and continued to require that she find a new tenant to take over the lease, failing which she would remain responsible for the remaining rent.

5. The Tenant testified that on April 9, 2025, she found a potential assignee and notified the Landlord. The Landlord responded on April 10, 2025, and refused consent to the proposed assignee without providing a valid reason.
6. On April 24, 2025, the Tenant gave an N9 notice terminating the tenancy effective May 31, 2025, and moved out of the rental unit on April 24, 2025.
7. Copies of the email correspondence between the Tenant and the Landlord's management office dated March 13, April 9, and April 10, 2025, together with a copy of the N9 notice, were entered into evidence.
8. The Tenant seeks an order terminating the tenancy effective May 31, 2025, on the basis that the Landlord arbitrarily or unreasonably withheld consent to assign the tenancy on April 10, 2025.

Analysis:

9. Section 95 of the *Residential Tenancies Act, 2006* (the 'Act') states the following:

95 (1) Subject to subsections (2), (3) and (6), and with the consent of the landlord, a tenant may assign a rental unit to another person.

(2) If a tenant asks a landlord to consent to an assignment of a rental unit, the landlord may,

- (a) consent to the assignment of the rental unit; or*
- (b) refuse consent to the assignment of the rental unit.*

(3) If a tenant asks a landlord to consent to the assignment of the rental unit to a potential assignee, the landlord may,

- (a) consent to the assignment of the rental unit to the potential assignee;*
- (b) refuse consent to the assignment of the rental unit to the potential assignee; or*
- (c) refuse consent to the assignment of the rental unit.*

(4) 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.*

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

(6) Subject to subsection (5), a landlord who has given consent to an assignment of a rental unit under clause (2) (a) may subsequently refuse consent to an assignment of the rental unit to a potential assignee under clause (3) (b).

The Tenant made a valid request to assign

10. Based on the evidence before me, I am satisfied that the Tenant's verbal and written requests constituted a request to assign the tenancy to a specific person or potential assignee within the meaning of section 95(3) of the Act.
11. The Landlord's Legal Representative argued that the Tenant's requests should not be treated as a proper request to assign because the Tenant's email referred to a "*subtenant*" and to "*sublease*." He submitted that the Landlord was confused by the Tenant's request and that the approval process for an assignment and a sublet is different. However, I do not find that the communication between the Landlord and the Tenant created any genuine confusion about the Tenant's intention.
12. The evidence indicates that the Tenant verbally informed the Landlord on February 24, that she intended to move out of the rental unit by May 31, 2025, and that the Landlord then instructed the Tenant to find a new tenant to take over the lease. In the March and April emails, it is apparent that the Landlord understood that the Tenant wanted to leave the rental unit before the end of the lease and did not intend to continue occupying the room. Although the Landlord used the word "*sublet*," the substance of the correspondence was about the Tenant leaving the unit and another person replacing the Tenant or taking over the room. Based on the Tenant's uncontested evidence, I find that the Tenant's request, in context, constituted a request to assign the tenancy.

The Landlord withheld its consent unreasonably.

13. The Landlord's Legal Representative argued that this rental property was intended for student tenants only. In the April 9, 2025, communication, the Tenant informed the Landlord that the potential assignee was not a full-time student, and the Landlord refused the request on that basis. However, the Landlord's Legal Representative also acknowledged that the Landlord has no contract for student housing with any educational institution. There is no evidence to suggest that the Landlord has any designation or licence supporting the claim that this property is a student housing provider. I therefore find that the refusal to rent to an employed woman, rather than to a student, was unreasonable and arbitrary. The fact that the potential assignee was employed and not a student is not a valid or reasonable basis for refusing consent to the assignment. The Landlord's preference to rent to students does not permit the Landlord to discriminate against non-student applicants. I therefore find that the Landlord unlawfully withheld consent to assign the rental unit, contrary to the Act.

Remedy:

14. The Tenant seeks termination of the tenancy effective May 31, 2025. The Tenant gave an N9 notice to the Landlord on April 24, 2025, with a termination date of May 31, 2025. I find that, pursuant to sections 95(4) and 96(2) of the Act, the Tenant is entitled to terminate the tenancy effective May 31, 2025.
15. Pursuant to subsection 98(3) of the Act, a tenant or former tenant may apply to the Board for an order determining that the Landlord arbitrarily or unreasonably withheld consent to an assignment, and if the Board so determines, the Board may order that the tenancy is terminated. I therefore find that the tenancy terminated on May 31, 2025.
16. The Tenant is entitled to \$53.00 for the costs of filing this application.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 31, 2025.
2. The Landlord shall pay the Tenant \$53.00. This amount represents:
 - \$53.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by May 31, 2025.
4. If the Landlord does not pay the Tenant the full amount owing by May 31, 2025, the Landlord will owe interest. This will be simple interest calculated from June 1, 2025, 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 14, 2026
Date Issued

Joy Xiao
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.