



Order under Section 98 Residential Tenancies Act, 2006

Citation: Barrett v Humphrey, 2026 ONLTB 30858

Date: 2026-04-24

File Number: LTB-T-009470-25

In the matter of: D, 286 KENT STREET
OTTAWA ONTARIO K2P2A4

Between: Taelor Barrett Tenant

And

Dalyn Humphrey Landlord

Taelor Barrett (the 'Tenant') applied for an order determining that Dalyn Humphrey (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 4, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant entered into a fixed term tenancy with the Landlord from August 1, 2024 to July 31, 2025.
2. On January 9, 2025 the Tenant sent an email to the Landlord that she would be ending her tenancy on January 31, 2025 due to personal/health reasons, and indicated that she could assist in finding someone to take over the unit.
3. The Landlord advised the Tenant on January 10, 2025 that given the notice provided she would be responsible for rent for the unit until March 31, 2025.
4. The Tenant advised the Landlord that she had found someone to take over the lease and that they were willing to move in on February 1, 2025. She provided the potential assignee's information to the Landlord on January 10, 2025.
5. The Landlord reached out to the potential assignee on January 14, 2025, but was advised that they had found another unit.
6. The Landlord also advised the Tenant that they were currently on vacation returning on the 26th and that they would start showing the unit after they returned.

7. The Tenant indicated that they had other potential assignees for the Landlord to review as she had posted the unit on facebook marketplace and advised the Landlord on January 17, 2025.
8. On the same date, the Landlord advised the Tenant that they would be happy to meeting with potential assignees upon their return, but were not willing to rent to someone without first meeting them.
9. The Tenant stated that she advised the Landlord via text message on January 17, 2025 that she was under the impression that he had agreed to an assignment of the tenancy and would review potential assignees.
10. The Landlord responded to the text on January 19, 2025 that he had never agreed to an assignment of the tenancy and that they appreciated that the Tenant was trying to find an assignee and that they would try their best to find a tenant for March 1, 2025.
11. As a result, the Tenant sent an N9 notice of termination to the Landlord on January 23, 2025 to end the tenancy with a termination date of February 8, 2025.

Analysis

12. Pursuant to section 95 of the *Residential Tenancies Act*, 2006 (the 'Act') a tenant is entitled to ask a landlord for permission to assign his tenancy agreement. The landlord can consent or refuse.
13. If a "landlord does not respond within seven days after the request is made" or refuses to even consider assignment in general, the Act permits the tenant to terminate the tenancy unilaterally by giving notice to terminate. In this instance, thirty days' notice is required.
14. It is clear by the Landlord's action with respect to the first potential assignee that they had not refused to an assignment to that individual, but rather that individual found alternative housing arrangements.
15. I am satisfied that the Tenant advising the Landlord on January 17, 2025 that she had other potential assignees for the assignment of the lease for the Landlord to review constitutes a general request for assignment under section 95(1) of the Act.
16. I am also satisfied that the Landlord's response that they had not agreed to an assignment of the tenancy on January 19, 2025 constitutes a refusal pursuant to section 95(2)(b) of the Act. It was then open to the Tenant to give notice to terminate the tenancy pursuant to section 95(4)(a) of the Act.
17. However, I find the N9 notice of termination served on the Landlord by the Tenant did not provide the required thirty days notice and was therefore invalid.
18. Finally, the Tenant's application was brought pursuant to section 98 and seeks an abatement of rent of \$1,386.42 being a portion of February's rent and utilities.

19. Section 98(1) states:

A tenant or former tenant of a rental unit may apply to the Board for an order determining that the Landlord has arbitrarily or unreasonably withheld consent to the assignment or sublet of a rental unit to a potential assignee or subtenant.

20. The Landlord's indication to the Tenant that they would be happy to meet any potential assignees upon their return from vacation does not rise to the level of unreasonably withholding consent to a potential assignee. As such, the Tenant has failed to prove their application on a balance of probabilities and it must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 24, 2026
Date Issued

Sean Ramage
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.