



Order under Section 98 Residential Tenancies Act, 2006

File Number: LTB-T-036206-25

In the matter of: 4, 297 Yonge Street
Kingston Ontario K7M1G2

Between: Bree Peladeau Tenant

And

Axon Property Management Landlord

Bree Peladeau (the 'Tenant') applied for an order determining that Axon Property Management (the 'Landlord') arbitrarily or unreasonably withheld consent to the assignment or sublet of the rental unit to a potential assignee, Avery Fisher.

This application was heard by videoconference on April 9, 2026.

The Landlord's representative, Lorrie McCullough, and the Tenant attended the hearing.

Determinations:

Arbitrary/unreasonable refusal consent to assign

1. On or about April 7, 2025, the Tenant asked the Landlord for consent to assign the rental unit to Avery Fisher ("A.F.") the potential assignee.
2. On April 23, 2025, the Landlord refused to consent to the assignment. The Landlord provided the following reason for the refusal: the Landlord refuses consent to the assignment of the rental unit under section 95(3)(c) of the Act, not based on the qualifications of A.F., but because the Landlord has chosen to refuse consent for the assignment of the rental unit to anyone.
3. The application was filed within one year after the Landlord withheld consent. The Landlord withheld consent on April 23, 2025 and the application was filed with the Board on April 24, 2025.
4. The Landlord had the right to deny an assignment of the lease to a potential assignee under section 95(3) of the Act. However, I must determine whether or not their response was arbitrary or unreasonable.

5. Prior to April 10, 2025, the Tenant was in a joint tenancy with another tenant, Karen Cavanagh ("K.C."). However, with the consent of all parties, the lease was amended on April 10, 2025 to remove K.C. from the lease and just one tenant remained, the Tenant named in this application. This amended lease was to commence as of May 1, 2025 for a one year duration.
6. All parties agreed that on or about April 7, 2025, the Tenant alone requested to assign the lease over to A.F., who was an occupant of the rental unit. However, as of April 7, 2025, the Tenant was in a joint tenancy and in order to assign a lease over to a potential assignee, she would have also required the consent of K.C., as she was a joint tenant. There was no evidence to support that the Tenant had obtained the consent of K.C. to assign the lease over to A.F.
7. The Tenant testified that K.C. had not been living in the rental unit since April 2021, however, parties agreed that K.C. was never removed from the lease until the new lease commenced on May 1, 2025.
8. The Tenant testified that she vacated the rental unit on May 1, 2025 and A.F. had continued to live there. The Tenant had testified that she was of the opinion that she had provided the Landlord with notice to vacate and provided an email into evidence. After reviewing the email chain in the hearing, the parties agreed the Tenant did not provide a formal notice to the Landlord that she was vacating the rental unit on May 1, 2025, but rather, she asked what would happen if she vacated and A.F. continued to live there.
9. As of May 1, 2025, the Tenant vacated the rental and A.F. remained in the rental unit as an occupant. The document submitted into evidence by the Tenant support the position that she asked the Landlord what would happen in the scenario if A.F. could be assigned the lease if she were to vacate the rental unit, and the Landlord's response did not provide her with a definite answer, but rather the Landlord's response was hypothetical of what would happen in that circumstance.
10. The Landlord's response in that email is as follows:

"If you choose to continue the lease as-is, and Bree vacates the rental unit leaving Avery as an occupant, Bree will continue to have al rights and responsibilities to the unit. If there are any issues with rent or damage, this would be Bree's responsibility. Additionally, if there are any maintenance concerns to report to us, Bree would have to do that on Avery's behalf."
11. After the above email exchange, the Tenant never informed the Landlord she vacated on May 1, 2025, and the Landlord only discovered she was no longer in possession of the rental unit at the hearing.
12. The Landlord did not arbitrarily or unreasonably refuse consent to the assignment of the rental unit to the potential assignee.
13. I make the above finding because the Tenant did not formally request that A.F. be assigned the new lease commencing May 1, 2025. Rather, she sought to assign the existing joint lease between herself and K.C. to A.F. However, she was not legally permitted to assign the joint lease without K.C.'s consent. Accordingly, even if the

Landlord's conduct was unreasonable or arbitrary, this does not change the fact that the Tenant lacked the legal authority to assign the joint lease without the agreement of both tenants. The earliest point at which the Tenant could have requested an assignment of the lease to A.F. without K.C.'s consent was after the new lease had been executed—on or about April 23, 2025—when K.C. was removed from the lease and the Tenant became the sole leaseholder.

14. Therefore, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 22, 2026

Date Issued

Vishal Nanda

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.