



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

File Number: LTB-T-032924-25

In the matter of: Basement, 1751 Hayden Lane
Pickering ON L1X0A9

Between: Olivia Okechukwu Tenant

And

Ureshkumar Shah Landlord

Olivia Okechukwu (the 'Tenant') applied for an order determining that Ureshkumar Shah (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 12, 2026.

The Landlord Ureshkumar Shah, Landlord's Agent Jhanvi Shah, and the Tenant Olivia Okechukwu attended the hearing.

Determinations:

1. On December 26, 2024, the Tenant asked the Landlord by email for consent to sublet the rental unit to two proposed joint subtenants for a term beginning January 1, 2025.
2. On December 30, 2024, the Landlord refused to consent to the proposed sublet. The Landlord's stated reason for the refusal was that after reviewing the information provided, the Landlord was not satisfied that the proposed joint subtenants had sufficient and stable income to afford the lawful monthly rent and utility charges for the duration of the proposed arrangement. In particular, the Landlord was concerned that one proposed subtenant's employment was seasonal and scheduled to end on February 28, 2025, with no guaranteed employment thereafter.
3. The application was filed on April 6, 2025, which was within one year of the Landlord's refusal on December 30, 2024. The application is therefore timely.
4. The Tenant bears the burden of proving, on a balance of probabilities, that the Landlord's refusal of consent was arbitrary or unreasonable. I find that the Tenant has not met that burden.

5. On the basis of the evidence before the Board, I find on a balance of probabilities that the Landlord did not arbitrarily or unreasonably refuse consent to the proposed sublet. The evidence establishes that the Tenant first advised the Landlord in early December 2024 that they intended to vacate at the end of the month, and the specific request for consent to the proposed subtenants was only made on December 26, 2024, during the Christmas holiday period, for a proposed subtenancy to begin on January 1, 2025. The Landlord requested financial and identification documents for both proposed occupants on December 26, 2024. The Tenant did not provide the complete documentation for both proposed joint subtenants until December 30, 2024, leaving the Landlord with less than 24 hours to assess the request before the proposed start date.
6. In my view, the Landlord's refusal was based on a genuine concern about affordability and income stability, and not on arbitrary grounds. The lawful monthly rent was \$1,600.00, plus gas, hydro, water, and water-heater charges. The documents before the Board showed that the male proposed subtenant's employment was seasonal and only confirmed work until February 28, 2025, with no guarantee of continued employment after that date. The documents also showed modest year-to-date earnings for both proposed joint subtenants. Although the Tenant testified that one of the proposed subtenants had savings and was willing to prepay an additional month of rent, I am not satisfied that this was sufficient to establish reliable ability to pay rent and utilities for the balance of the proposed term.
7. I further note that the Tenant testified that they intended the proposed arrangement to last seven months and that they did not intend to re-occupy the rental unit afterward. That evidence is inconsistent with a true sublet and further undermines the Tenant's position that the Landlord acted unreasonably in refusing the specific arrangement proposed.
8. In all of the circumstances, including the very short notice provided to the Landlord, the timing of the request during the holiday period, the fact that complete documentation for both proposed occupants was not received until December 30, 2024, and the Landlord's reasonable concerns about the proposed subtenants' ability to afford the unit, I find that the Tenant has failed to prove that the Landlord's refusal was arbitrary or unreasonable.

It is ordered that:

1. The Tenant's application is dismissed.

May 12, 2026
Date Issued

Kyle Anderson
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.