



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

File Number: LTB-T-040505-26

In the matter of: 406, 180 CANTERBURY CRT
SARNIA ONTARIO N7T 7S3

Between: Medina Cehajic Tenant

and

Capreit Limited Partnership Landlord

Medina Cehajic (the 'Tenant') applied for an order determining that Capreit Limited Partnership (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 June 10, 2026.

The Tenant and the Landlord's representative, Gabriela Quaresma, attended the hearing.

Determinations:

Did the Landlord arbitrary/unreasonably refuse to consent to an assignment

1. On March 31, 2026, the Tenant asked the Landlord for consent to assign the rental unit. The Landlord responded on April 1, 2026, and provided the Tenant with information regarding the documents required from the proposed assignee.
2. It is undisputed that the Tenant proposed two prospective assignees. The first prospective assignee did not complete the required application despite requests from the Landlord.
3. The Landlord's agent, Sara Rojas Barahona, testified that the second proposed assignee submitted an application to the Landlord on or about May 1, 2026. The Landlord acknowledged receipt of the application on May 4, 2026.
4. On May 5, 2026, the Landlord informed the Tenant that the proposed assignee did not satisfy the Landlord's screening criteria.
5. The Tenant submits that the refusal was unreasonable because neither she nor the proposed assignee were advised of the reasons for the refusal. The Tenant also submits that the Landlord did not request additional information before denying the application. The Tenant further testified that a credit check was not identified in the April 1, 2026 email

setting out the information required from a proposed assignee and was only raised after the application had already been denied.

6. The Tenant testified that she vacated the rental unit on June 1, 2026 because the Landlord unreasonably refused the second assignee. The Tenant also testified that she served an N9 notice with a termination date of June 5, 2026. The Landlord denied receiving an N9 notice from the Tenant. The Tenant also did not refer to the notice during the hearing. The Tenant sought an order to terminate the tenancy as of June 5, 2026.

Reasons for the decision

7. This application was brought under s.98 of the *Residential Tenancies Act, 2006* (the 'Act') which states:

“98 (1) 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.”

8. Subsection 95(5) of the Act provides:

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

[Emphasis added.]

9. This reference in s. 95(5) to “clause (3) (b)” is to subparagraph 95(3)(b). Subsection 95(3) says:

“(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.”

10. Essentially what these provisions mean is that if a Tenant asks a landlord to consent to an assignment to a potential assignee a Landlord can refuse the particular proposed assignee or simply refuse permission to assign at all. Where the landlord refuses consent to a particular proposed assignee that the Tenant’s right to make application to the Board under s. 98 is triggered.

11. Thus, the issue before me is whether the Landlord arbitrarily or unreasonably refused the second proposed assignee. According to the Landlord, the second prospective assignee did not satisfy the Landlord’s credit check and reference criteria. Ms. Barahona’s testimony was that the Landlord reviewed the application, ran a credit check, contacted the Landlord reference, and reviewed the financial documents before refusing the Application. Although the Landlord did not provide the specific contents of the credit check or Landlord reference because of “privacy concerns,” I accept that the refusal was based on the Landlord’s

screening criteria and not on an arbitrary refusal to allow an assignment. Therefore, I am satisfied that the Landlord did not act arbitrarily or unreasonably. For these reason, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 17, 2026

Date Issued

Adeela Alvez

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.