



MAR 23, 2023

**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-030768-22

In the matter of: 580 Murray Meadows Place, Milton ON L9T8L7

Between: Shahan Salim Landlord

And

Gurpreet Singh, Amita Dhinara Former Tenants

Shahan Salim (the 'Landlord') applied for an order requiring Gurpreet Singh and Amita Dhinara (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on March 9, 2023.

The Landlord, the Landlord's Legal Representative, Zachary Rodgers, and the Former Tenant, Gurpreet Singh representing both Former Tenants, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the allegations contained in the application. Therefore, the Former Tenants must pay the Landlord **\$5,151.00** by April 3, 2023.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing in accordance with subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the "Act") and Rules 3.3 and 5.8 of the LTB's Rules of Procedure. These documents were served on February 6, 2023, by email to: gurpreet.kareer@gmail.com.
3. The Former Tenants vacated the rental unit on October 31, 2021.
4. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent and daily compensation owing

5. The lawful rent was \$2,475.00. It was due on the 1st day of each month.
6. The Former Tenants signed a one-year lease agreement that began January 1, 2021, with an end date of December 31, 2021. According to the signed lease agreement the Former Tenants were responsible for the rent for the entire one-year period of the agreement.
7. However, the Former Tenants gave notice to the Landlord on August 21, 2021, that they would be vacating the rental unit by October 31, 2021, a full 2 months before the lease agreement was to end.
8. The Landlord is seeking 2 months of missing rent from the Former Tenants which totals \$4,950.00.
9. The Former Tenants have not made any payments since the application was filed.
10. The Landlord is not holding a last month's rent deposit.
11. At the hearing, the Former Tenant testified that he had presented the Landlord with 2 potential parties who were interested in taking over the rental unit when the Former Tenants had left. The Former Tenant said that the Landlord rejected these parties for no good reasons and is seeking from the Board an order to have the Landlord's application dismissed. The Former Tenant then referred to section 95 of the *Residential Tenancies Act, 2006* (the 'Act') adding that the Landlord could not unreasonably refuse an assignment of a rental unit to a potential assignee.
12. **Section 95** of the Act deals with assignment of tenancy and states the following:
 - (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).

13. The Landlord and the Landlord's Legal Representative both responded to the Former Tenant's allegations that the Landlord refused the Former Tenants' potential assignees for no good reason. The Landlord explained that one of potential assignees did not make sufficient income to afford the rent and the other potential assignee had 5 persons that wanted to rent the 3-bedroom unit, which was too many people for the Landlord's liking. The Landlord's Legal Representative also responded by submitting that no where in section 95 of the Act does it state that the Landlord must automatically acquiesce to a tenant's potential assignee request without the Landlord first doing due diligence of any potential renter. The fact that the 2 potential assignees did not pass the Landlord's standards does not mean that Landlord unreasonably rejected them out-of-hand.
14. The Former Tenant vehemently disagreed with both the Landlord and the Landlord's Legal Representative assertions. However, the Former Tenant did not provide any proof other than 2 separate parties applied to rent from the Landlord and that both of these parties were turned down due to their own separate set of circumstances.
15. Based on the evidence provided at the hearing, I find that the Former Tenants did sign a one-year lease and did leave with 2 months still remaining on that lease. The fact that the Former Tenants tried to get someone else to take over their lease is commendable, however, the fact that the Former Tenants' suggested assignees did not pass the Landlord's screening process does not excuse them from still being responsible for the 2 months of rent that are still owing to the Landlord.

16. The Landlord also incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
17. This order contains all of the reasons in this matter and no further reasons shall be issued.

It is ordered that:

1. The Former Tenants shall pay to the Landlord **\$4,950.00**, which represents rent and compensation owing up to December 31, 2021.
2. The Former Tenants shall also pay to the Landlord **\$201.00** for the cost of filing the application.
3. If the Former Tenants do not pay the Landlord the full amount owing on or before April 3, 2023, the Former Tenants will start to owe interest. This will be simple interest calculated from April 4, 2023, at 5% annually on the balance outstanding.

March 23, 2023
Date Issued

Michael Di Salle

Michael Di Salle
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.