



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

**Citation:** Hunter v Green, 2024 ONLTB 62286

**Date:** August 27, 2024

**File Number:** LTB-T-020853-24

**In the matter of:** Back Unit, 216 Taylor Street  
Thorold ON L2V1C3

**Between:** Logan Hunter Tenant

**And**

Rachel Green Landlord

Logan Hunter (the 'Tenant') applied for an order determining that Rachel Green (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 August 15, 2024.

The Landlord and the Tenant attended the hearing.

The Tenant was represented by his Mother, Mrs. Lorri Hunter.

**Determinations:**

1. The material facts are as follows.
2. The lease in question commenced on September 5, 2023 and was to run to April 30, 2024.
3. The rent was \$1050.
4. On November 20, 2023, the Tenant requested an early termination of the lease, for personal medical reasons.
5. The Landlord replied on November 20, 2023 by email and proposed subletting or a lease buyout. The Tenant agreed with the sublet proposal.
6. The Tenant wrote to the Landlord on January 3, 2024, to say that he had found someone to sublet to the end of April, and wanted the Landlord to meet the potential tenant.
7. The Landlord relied on January 4, saying that she had checked with the Landlord and Tenant Board, and that this was an assignment situation, not a sublet. As a result, she would require a criminal background check of any potential tenant.

8. In the same email, the Landlord stated that if she did not approve of the potential tenant for the assignment, then the Tenant would have the choice of either remaining in the unit until the end of the lease period or, provide the Landlord with written notice that since she declined the assignment, the Tenant would be vacating the unit by providing 30 days' written notice. The Landlord stated that the LMR Deposit of the Tenant would be applied towards the rent for February as the 30 days would fall into February. The lease would be terminated on the 30 day mark.
9. Certain other events then took place in relation to finding a candidate for the assignment. The Tenant served a letter on January 5, 2024, requesting an assignment of the lease to one "xx". [I have deleted the name of the person to protect their privacy].
10. On January 14, 2024, 9 days later, the Landlord refused to assign the lease to the potential tenant which the Tenant had found.
11. Taking up the Landlord's offer, as set out in her email of January 4, 2024, the Tenant then served an N9 Notice on January 14, Tenant's Notice to End the Tenancy, stating that he would move out on 13 February 2024, 30 days after the Notice was given.
12. Pursuant to s. 95(4) of the Act, a tenant can give the Landlord a notice of termination, within 30 days after a request for an assignment is made, if the Landlord refuses consent, or if the Landlord does not respond to the request for assignment within 7 days.
13. Both apply here. The Landlord replied 9 days after the request. Also, the Landlord refused consent to the assignment.
14. Pursuant to s. 96(2) of the Act, only 30 days notice by the Tenant was required.
15. The Tenant's N9 notice was therefore valid.
16. The LMR deposit of \$1,050 was paid to the Landlord by the Tenant.
17. As per the Act, it was necessary to apply the LMR Deposit to the last month of the tenancy.
18. The Last month was February 2024, but the Tenant vacated early on February 13, 2024.
19. The Landlord owes the Tenant the LMR Deposit for the days he was not in the unit in February 2024:

$$16 \text{ days} \times [(\$1050 \times 12) / 365] = \$552.00.$$

### **Remedies**

20. Therefore, the tenancy ended on February 13, 2024 .
21. Therefore, I find that the Tenant is entitled to a rent abatement of \$552.00.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant terminated as of February 13, 2024.
2. The Landlord shall pay the Tenant \$605.00. This amount represents:
  - \$552.00 for a rent abatement.
  - \$53.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by September 7, 2024.
4. If the Landlord does not pay the Tenant the full amount owing by September 7, 2024, the Landlord will owe interest. This will be simple interest calculated from September 8, 2024 at 7.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**August 27, 2024**  
**Date Issued**

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James Campbell  
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.