



Order under Section 31 Residential Tenancies Act, 2006

Citation: Aikman v Preston, 2026 ONLTB 32915

Date: 2026-04-28

File Number: LTB-T-001764-25

In the matter of: MAIN, 44 BROWNING AVE
TORONTO ON M4K1V7

Between: Lisa Aikman
Gerald Turner Tenants

And

Marilyn Preston Landlord

Lisa Aikman and Gerald Turner (the 'Tenants') applied for an order determining that Marilyn Preston (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on March 12, 2026.

The Landlord and the Tenant Lisa Aikman attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

Substantial Interference

2. The Tenants' T2 application alleges that the Tenants leased the rental unit on the basis of advertisements listing the rental unit as "pet friendly", and shortly after the Tenants moved into the rental unit with their dog the Landlord served a notice to terminate their tenancy because the Landlord lives in the same building and has severe allergies to dogs.

Tenant's Evidence

3. The Tenant Lisa Aikman (LA) testified that they received keys to the rental unit on October 15, 2024, and moved in approximately one week later. The Tenants vacated the rental unit on March 15, 2025.

4. The residential complex is a triplex with the Tenants renting the main floor and the Landlord residing in the upper unit. LA's evidence is that they moved into the rental unit because of a change in employment and wanted this particular rental unit to be closer to work.
5. LA also testified that they have a 9-year-old dog and was specifically looking for a "pet friendly" rental unit/residential complex.
6. LA gave evidence that they used a "pet friendly filter" when searching for rental units and found advertisements for the Landlord's rental unit that note pets are permitted. LA submitted a copy of advertisements for the rental unit from "Zillo" and "Zumper" that note pets are permitted.
7. LA testified that the Tenants contacted "Connor" who is a real estate agent noted in advertisements and arranged a viewing of the rental unit. The Tenants filled out an application and signed a lease.
8. LA testified that on the move-in date the Tenants went to retrieve keys and met the Landlord who informed them that she lives in the upper unit. LA's evidence is that during the moving process she had arrived at the rental unit with her dog while the other Tenant was still at their former residence.
9. LA left their dog at the rental unit when she left to get money and testified that the Landlord sent a text message telling LA that she could hear a dog. LA gave evidence that she replied to the Landlord, "That's Cricket, you can say hi".
10. LA further testified that after the text message exchange she received a telephone call from the Landlord's real estate agent "Courtney" who told the Tenants that the Landlord wants them to move out immediately.
11. LA's evidence is that the real estate agent stated that she is familiar with the Landlord and that it would be "difficult and unpleasant" if the Tenants didn't move out.
12. LA also gave evidence that there were various offers and efforts to mitigate the Landlord's concerns however, the Tenants ultimately signed an N11 Agreement to Terminate the Tenancy and moved out of the rental unit.
13. LA testified during cross-examination that she doesn't recall telling the Landlord's real estate agent (Courtney) that the Tenants do not have pets and that in her discussions with Connor, he never inquired about whether the Tenants had pets.
14. LA also testified that she was unaware that the Landlord lived in the building and only made that discovery when she retrieved the keys. LA acknowledged that the section of the rental application relating to pets was left blank testifying she "skipped it".

Landlord's Evidence

15. Courtney Smith (CS) testified that she has been a realtor for approximately 18 years and worked with the Landlord when she first purchased the residential complex.

16. CS gave evidence that when the rental unit was being advertised, she would reach out to speak to any realtors who scheduled a viewing. CS spoke to Connor who she believed to be the Tenant's realtor and inquired about whether the Tenants had pets. CS testified that Connor assured her that the Tenants did not have a pet.
17. CS further testified that the rental application submitted by the Tenants made no mention of any pets and the section relating to pets was left blank. CS's evidence is that she contacted Connor again to inquire whether the Tenants had pets after receiving the rental application and confirmed the Tenants did not have pets.
18. CS testified that she then received a call from the Landlord on the Tenants' move-in date wherein the Landlord conveyed that she could hear a dog and was experiencing watery eyes and chest tightening. CS then called the Tenants who confirmed that they have a dog.
19. CS acknowledged on cross-examination that the listing for the rental unit she prepared did not mention a prohibition on pets testifying that it's a strategic marketing tactic to not include a number of exclusions in the advertisements to reach the widest breadth of potential applicants.
20. CS denied creating the listings the Tenant submitted from Zillo and Zumper testifying that she is "pro-realtor" and does not advertise on third party websites.
21. CS submits that the Tenant's failure to disclose their pet ownership caused the issue between the parties and that the Tenants failure to disclose prevented the Landlord from being able to properly screen the Tenant's rental application.
22. CS also submits that the Tenant's non-disclosure of pets was compounded by discussions with real estate agents who CS believed to be acting on the Tenant's behalf that confirmed the Tenants do not have pets.
23. The Landlord Marilyn Preston (MP) testified that CS made every effort to exercise due diligence when inquiring about pet ownership and the Tenant's failure to disclose their dog resulted in the issues between the parties.
24. MP also gave evidence that the residential complex is an old house that's been converted into separate units so there is no "buffer" for her to insulate herself against pets and mitigate her allergy symptoms.

Analysis

Advertisement

25. The Tenants submit that the Landlord misrepresented the rental unit in an advertisement by failing to list a pet prohibition, and because of this misrepresentation the Tenant's were forced to move out for which they incurred unnecessary expense.
26. The Landlord's position is that the Tenants failed to disclose that they have pets and the Tenant's non-disclosure cannot be relied upon by them to seek redress against the Landlord.

27. When considering the parties' positions, it creates a "condition precedent" dilemma when determining causation and ultimately, whether this was a substantial interference with the Tenant's reasonable enjoyment of the rental unit.
28. A listing for a rental unit should be reasonably accurate so as not to mislead potential applicants however, in these circumstances I find that the determination hinges on the application process and the discussions surrounding the rental agreement.
29. Despite the Tenants being induced to view the rental unit through an advertisement that does not prohibit pets, the Tenants acknowledge that they did not disclose their pet on the rental application testifying that they, "...skipped it. But I didn't think it was applicable. There's no reason for a no pets policy to be legally enforceable."
30. If LA believed that no-pet policies could not be enforced, it is inconsistent for them to claim that finding a pet-permitted unit was important. Accordingly, I am not satisfied that the initial inaccuracies in the rental advertisement resulted in a substantial interference with the Tenants reasonable enjoyment.

Rental Application

31. The purpose of a rental application is to enable a landlord to determine the eligibility and suitability of potential tenants. In this matter, the failure of the Tenants to provide true and accurate information on their rental application frustrated the Landlord's ability to properly screen the application.
32. The Landlord and their real estate agent both testified that even though the Tenants did not complete the section of the rental application pertaining to pets, the Landlord's real estate agent contacted the Tenants' agent who confirmed that the Tenants did not have pets.
33. The Landlord submitted text messages between CS and the Tenant's agent showing inquiries and follow-up in relation to the ownership of any pets and the consistent representation by the Tenant's agent was that the Tenants did not have a pet, which was inaccurate.
34. The reason the rental application and the conversations between the parties' real estate agents is central to the determination in this matter is because section 14 of the Act voids any clause in a tenancy agreement that prohibits pets:

"A provision in a tenancy agreement prohibiting the presence of animals in or about the residential complex is void."

35. This is an owner-occupied property, and the Landlord has severe allergies to dogs. Since a no pet provision would be void in any tenancy agreement signed by the parties, in these circumstances the only way for the Landlord to make a decision as to the suitability of a tenant is through the information provided during the application process.
36. Further, sections 76(1)(b) and 76(3) of the Act specifically contemplate a situation where a notice of termination is served on the basis of a landlord's severe allergies:

76 (1) If an application based on a notice of termination under section 64, 65 or 66 is grounded on the presence, control or behaviour of an animal in or about the residential complex, the Board shall not make an order terminating the tenancy and evicting the tenant without being satisfied that the tenant is keeping an animal and that,

(b) subject to subsection (3), the presence of an animal of that species has caused the landlord or another tenant to suffer a serious allergic reaction; ...

(3) The Board shall not make an order terminating the tenancy and evicting the tenant relying on clause (1) (b) if it is satisfied that the animal kept by the tenant did not cause or contribute to the allergic reaction.

37. The Tenants submit the initial advertisement was inaccurate which ultimately resulted in them having to vacate the rental unit however, the Landlord served an N5 notice which was actually the catalyst for the Tenants vacating the rental unit. The Landlord was entitled to serve the N5 notice pursuant to the Act, and I do not find this resulted in a substantial interference with the Tenant's reasonable enjoyment of the rental unit.

38. Accordingly, the Tenants' application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

April 28, 2026
Date Issued

Kyle McGraw
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.