



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-000302-26

In the matter of: 205, 100 Pembroke Street
Toronto ON M5A 3Z1

Between: James Lilly Tenant

And

Toronto Furnished Living Landlord

James Lilly (the 'Tenant') applied for an order determining that Toronto Furnished Living (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 27, 2026.

The Landlord's Agent, Hasnain Hasan and the Tenant attended the hearing.

Determinations:

Does the Landlord and Tenant Board have jurisdiction to hear this application?

1. The Landlord submits that they rent only on a short-term basis, and the units are furnished. Therefore, the Landlord believes the Board lacks jurisdiction to hear the application.
2. The Tenant submits that the Landlord and Tenant Board has jurisdiction to hear the matter. This supported via an email they had received from the Landlord which referenced the Landlord's ability to file with the Landlord and Tenant Board in the event the Tenant fails to pay rent and therefore the Landlord cannot have it both ways.
3. Section 5(a) of the Act provides that that Act does not apply to:
 - (a) living accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel or motor hotel, resort, lodge, tourist camp, cottage or cabin establishment, inn, campground, trailer park, tourist home, bed and breakfast vacation establishment or vacation home
4. Upon review of section 5 of the Act, the Landlord did not assert that section 5(a) applies to the rental unit. Further, this unit was rented by the Tenant on a month-to-month basis for a total of 7 months, which means it likely cannot be considered as provided to the travelling

public or occupied for a temporary period.

5. Therefore, I find that the Board has jurisdiction to hear the application.

T1 Application

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

7. The Tenants' T1 application was filed on August 31, 2024, alleging that the Landlord collected an illegal charge totalling \$1,900.00 which was collected as a \$100.00/month fee as a pet fee during the course of the tenancy.

8. The term "rent" is defined in s.2(1) of the Residential Tenancies Act, 2006 (Act) as follows:

"rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord's agent for the right to occupy a rental unit and for any services and facilities and any privilege, accommodation or thing that the landlord provides for the tenant in respect of the occupancy of the rental unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing, but "rent" does not include,

(a) an amount paid by a tenant to a landlord to reimburse the landlord for property taxes paid by the landlord with respect to a mobile home or a land lease home owned by a tenant, or

(b) an amount that a landlord charges a tenant of a rental unit in a care home for care services or meals; ("loyer")

[emphasis added]

9. Section 134 of the Act prohibits landlords from charging tenants' fees that are in addition to rent. That section states that unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit

(a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable;

10. "Unless otherwise prescribed" is a reference to section 17 of Ontario Regulation 516/06 which lists permissible fees and deposits, section 17 does not list fees relating to pets.

11. Thus, I must determine whether the amount the Tenant paid to the Landlord in respect of their pet forms part of the total rent they agreed to pay the Landlord, or, whether it was imposed as an additional and illegal charge, in addition to the agreed upon rent.

12. The Tenant testified that they began their tenancy on May 31, 2024. The Tenant states that when they arrived at the rental amount, they were verbally informed by a former employee named Hong as well as the Landlord's Agent that the rental amount totalled \$1,795.00, which was being broken down as follows, \$1,695.00 as base rent and a

\$100.00 for a pet fee. In support of the pet fee being charged the Tenant submitted a screenshot (DOC-7069964) which states "Pets are allowed with fees".

13. The Tenant further testified that they were not informed of, nor were they provided with any documentation to demonstrate the rental amount they would be charged prior to arriving at the rental unit.
14. The Landlord's Agent disputes that a pet fee was charged and referenced a confirmation email (DOC-7800384) dated May 31, 2024 at 2:19pm which states "Dear Jim Lilly, Thank you for making a reservation with us. We are pleased to confirm a fully furnished studio apartment for you starting June 2, 2024 for 30 nights at 100 Pembroke Street in Downtown Toronto. We confirmed to receive \$250 refundable security deposit. Rent is \$1,795 per 30 nights plus one-time cleaning fee of \$55"; the Tenant responded 5 minutes later confirming the date and time of their arrival.
15. The Landlord's Agent further testified the rental amount has always been \$1,795.00 per month and this is supported within the above email and the statement of account (DOC-7857973) that was supplied to the Tenant.
16. I find that the Tenant has failed to establish on a balance of probabilities that the Landlord collected and retained a \$100.00 monthly pet fee in addition to the agreed upon rent. I find that the total rent monthly rent the Tenant agreed to pay was \$1,795.00. The fact that the Landlord may have taken into account the fact that the Tenant had a pet in establishing the rent they charged is immaterial. The parties agreed to a total monthly rent of \$1,795.00 and the Landlord was entitled to collect that amount each month. The Tenant supplied no supporting documentary evidence to corroborate that the Landlord charged, collected and retained a prohibited monthly pet fee.
17. Therefore, the Tenant's Application must be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

May 11, 2026
Date Issued

Angela Smith
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.