



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Jaber v Storie, 2026 ONLTB 46890

Date: 2026-06-16

File Number: LTB-L-030253-26, LTB-T-012039-26

In the matter of: 354 BOUFFARD RD
WINDSOR ON N9J1G2

Between: Delylah Jaber Landlord

And

Stacey Storie Tenant

Stacey Storie (the 'Tenant') applied for an order determining that Delylah Jaber (the 'Landlord') collected or retained money illegally. (T1 Application)

Delylah Jaber (the 'Landlord') applied for an order requiring Stacey Storie (the 'Tenant') to pay the rent that the Tenant owes. (L9 Application)

The applications were heard together by videoconference on May 21, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

T1 Application

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant testified that she came across an online ad for the rental property, advertising the rental unit for a monthly rent of \$2,450.00.
3. The Tenant further testified that she reached out to the listing agent with respect to the availability of the rental unit, and began negotiating a tenancy agreement. She states that after the Landlord discovered that the Tenant had a small dog, the agent on behalf of the Landlord sought a monthly rent of \$2,600.00. The parties entered into a tenancy agreement on July 20, 2025, with an agreed upon monthly rent of \$2,600.00 due on the

15th of each month. The Tenancy agreement commenced on August 15, 2025 for a period of one year.

4. The Tenant states that she paid the Landlord \$2,600.00 in monthly rent for August, September, October and November as well as a last month's rent deposit . The Tenant now seeks the return of an increased rental amount of \$150.00 above the original listing price that she paid for those months totalling \$750.00
5. The Tenant submits that the increase in rent above the listing price for the unit was due to her having a dog and is an illegal charge pursuant to section 134 of the *Residential Tenancies Act, 2006* (the 'Act'). Further, the Tenant submits that section 14 of the Act prohibits provisions in a tenancy agreement prohibiting animals and that any such provisions in a tenancy agreement are void.
6. The Landlord submits that the increased amount in rent negotiated between the parties was not due to a dog fee, but due to the demand for the rental unit.
7. The parties agree that the tenancy agreement does not contain any provisions relating to restrictions on pets or animals, nor does it contain any additional animal or pet fees above the monthly rent.

Analysis

8. In support of her position, the Tenant relies on section 14 of the Act, which states:

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

9. The tenancy agreement does not contain any provisions prohibiting the presence of animals in or about the residential complex. In fact, it is undisputed that the Tenant resides in the rental unit with her dog. Based on the evidence before me section 14 of the Act is not applicable to this matter.
10. Section 134 of the Act states:

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;

b) require or attempt to require a tenant or prospective tenant to pay any consideration for goods or services as a condition for granting the tenancy or continuing to permit occupancy of a rental unit if that consideration is in addition to the rent the tenant is lawfully required to pay to the landlord; or

c) rent any portion of the rental unit for a rent which, together with all other rents payable for all other portions of the rental unit, is a sum that is greater than the rent the landlord may lawfully charge for the rental unit.

11. On the fact before me, I find that the parties freely negotiated and entered into a tenancy agreement with a monthly rent of \$2,600.00. Although the issue of a pet may have come up during the negotiating process, the tenancy agreement contains no additional charges or premiums for a pet or any other charge in addition to the negotiated rent as agreed between the parties.
12. On a balance of probabilities, I am not satisfied that the Landlord collected a charge which is not allowed by the Act. The Tenant's application will be dismissed.

L9 Application

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Tenant did not pay the total rent they were required to pay for the period from November 15, 2025 to June 14, 2026.
3. The lawful rent is \$2,600.00. It is due on the 15th day of each month.
4. The Tenant has paid \$4,900.00 to the Landlord after the application was filed.
5. The Landlord alleges the rent arrears owing to June 14, 2026 are \$1,050.00.
6. The Tenant disputes the arrears believing the amount sought by the Landlord is an illegal 'pet charge'. This issue has been determined above in the Tenants L1 application. It is not an illegal charge and therefore the Tenant must pay it.
7. The rent arrears owing to June 14, 2026 are \$1,050.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,236.00. This amount includes rent arrears owing up to June 14, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Sean Ramage
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.