



Order under Section 130 Residential Tenancies Act, 2006

Citation: Kemmers v Zheng, 2026 ONLTB 1853

Date: 2026-01-09

File Number: LTB-T-036079-25

In the matter of: 158 Sunnidale Road
Barrie ON L4N1H3

Between: Chris Kemmers Tenant

And

Lei Zheng Landlord

Chris Kemmers (the 'Tenant') applied for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.

This application was heard by videoconference on November 10, 2025. The Landlord, the Landlord's Legal Representative, Ciara McMillen, and the Tenant attended the hearing.

Determinations:

1. On November 2, 2025, the Tenant served on the Landlord and filed with the Board an amended application. There were not objections to the request to amend the application and both parties were prepared to proceed. Accordingly, the request to amend the application was granted.
2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. In the application, the Tenant alleges that the Landlord removed his access to the basement common living area and the basement washroom on April 22, 2025. It was also alleged that the Landlord discontinued the use of the vacuum cleaner by removing it from the property in or around April 22, 2025.
4. The Tenant sought a rent reduction of 12% of the monthly rent from April 22, 2025 onward as well as reimbursement in the amount of \$180.00 for the purchase of a vacuum cleaner.

Tenant's Evidence

5. It was the Tenant's evidence that he moved into the rental unit in May 2023 and that he rents a room upstairs. However, it was his position that he had the use of the entire house

and that he was not told that he could not use any other the other areas in the house, except for the rooms that were rented and none of the rooms had an ensuite washroom.

6. The Tenant stated that his use of the basement living room area and the basement washroom were discontinued on April 22, 2025. In this regard he stated that, at the bottom of the stairs leading down to the basement there is a doorway, which leads into a common area living space, two bedrooms and a washroom. On the aforesaid date, the Tenant found a door had been installed and a lock had been placed on the door and he was no longer able to access the common areas. In support of his testimony, the Tenant tendered a copy of text message correspondence between him and the Landlord regarding being locked out of the common living area in the basement. The Tenant also tendered a video and photos as evidence, which were essentially to show that there was no door installed on the doorway to the basement common areas before April 22, 2025 and that, after this date, there was a door and a lock installed.
7. With respect to the vacuum issue, it was the Tenant's evidence that he had use of the vacuum since he moved in and that it was an appliance that anyone who lived in the home could use. He noticed on April 22, 2025 that it was missing. He messaged the Landlord regarding this and the Landlord responded that she did not own the vacuum and that it was returned to the cleaner, who was the owner of the vacuum.
8. On or about April 28, 2025, the Tenant purchased a vacuum cleaner for \$180.78 and tendered the receipt as evidence. The Tenant did not ask the Landlord to replace the vacuum cleaner or advise the Landlord that he would be purchasing one with the expectation that the Landlord would reimburse him for it.

Landlord's Evidence

9. It was the Landlord's evidence that the upper floor of the home has 4 bedrooms that she rents out. The tenants with rooms on the upper level are to use the main floor washroom and the tenants with rooms in the basement are to use the basement washroom.
10. The Tenant rents the room facing the front yard, which is the largest room. He shares the common areas on the main floor, including the main floor washroom, and the laundry facilities in the basement.
11. The Landlord testified that the Tenant did not always have use of the basement areas claimed by Tenant as there was another tenant, 'Krishna', that had use of basement unit at the time the Tenant moved in. In this regard, Krishna rented the two rooms beside the basement washroom and living room area, which the Landlord referred to as a two-bedroom unit. Krishna lived in one of the rooms and Krishna's friend lived in the other room. The shared laundry facilities are in a separate area in the basement and access to the two-bedroom unit is not required to access the laundry facilities.
12. With respect to the basement washroom, the Landlord stated that it was part of the two-bedroom unit and that it was for the use of basement tenants only. Furthermore, she stated that there was always a door on the doorway to the two-bedroom unit. However, it had to be removed because in April 2024 there was flooding in the basement. As a result

of the flooding, the Landlord had to put new flooring, which led to the door being removed. After it was removed and the flooring work was completed, they could not locate the door. Ultimately, she had to get a door installed because she wanted to rent out the two-bedroom unit again.

13. With respect to the vacuum issue, it was the Landlord's evidence that all the tenants are to take turns cleaning the common areas and that she bought everything to clean except a vacuum as there are no carpets in the home except for on the stairs going to the basement. A vacuum was forgotten by the cleaner, 'Joseph', who had cleaned the house before the Tenant moved in. The Landlord stated that there was no discussion with the Tenant about replacing the vacuum or the Landlord buying one.

Analysis

14. On an application to the Board, the applicant has the burden of proof to establish that it is more likely than not that their version of events is true.
15. Based on the evidence and submissions provided, I am not satisfied, on a balance of probabilities, that the Landlord reduced or discontinued a service and/or a facility provided in respect of the rental unit or the residential complex.
16. There was insufficient evidence to conclude that the use of the basement living room area and washroom were common areas that were for the use of all tenants living in the home and/or that the use of these areas was included in the Tenant's rent. Photos tendered as evidence suggest that the living room area, bedrooms and washroom in the basement are spaces that would naturally be used by the tenants renting those rooms. The set up is similar to a self-contained rental unit, except for the fact that there is no kitchen.
17. It was not disputed that there was a door installed in the doorway that leads to the basement living areas when the Tenant moved in or that it was removed when the flooring work was done in the basement. It was also the Tenant's evidence during cross-examination that he and his guests did not enter these areas when the basement rooms were rented. Accordingly, I find that it is more likely than not that the basement living room area and washroom are for the use of tenants that rent the rooms of the basement and are not areas that the Tenant would have common use of or be entitled to common use of.
18. With respect to the vacuum issue, a vacuum cleaner could fall within the definition of a service or facility under subsection 2(1) of the Act as it is a type of appliance. However, I am not satisfied that it was a service or facility in this case as it was not referred to in the lease and I accept the Landlord's evidence that it was not her vacuum and that it had been inadvertently left in the home by her former cleaner. There was also no evidence to suggest that a vacuum cleaner was necessary given the type of flooring in the home and there was no evidence of the Tenant requesting a replacement vacuum or complaining to the Landlord of insufficient cleaning equipment. Rather, the Tenant went ahead and purchased a vacuum without consulting the Landlord and now seeks reimbursement for it, which I do not find to be reasonable in the circumstances.
19. For the foregoing reasons, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 9, 2026

Date Issued

Rachel Gibbons

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.