



Order under Section 30 Residential Tenancies Act, 2006

Citation: KANSAL v DAVE, 2025 ONLTB 92131

Date: 2026-01-21

File Number: LTB-T-103756-24

In the matter of: 52 SILVERTHORNE DR
CAMBRIDGE ON N3C0B4

Between: RAKESH KANSAL
PARUL GUPTA
DEV RAJ KANSAL
KAMLESH KANSAL

Tenant

And

HARSH DAVE
NEEKY DEVI LAITHANGBAM

Landlord

RAKESH KANSAL, PARUL GUPTA, DEV RAJ KANSAL and KAMLESH KANSAL (the 'Tenant') applied for an order determining that HARSH DAVE and NEEKY DEVI LAITHANGBAM (the 'Landlord') failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on November 26, 2025.

The Tenant RK, and the Landlord HD, attended the hearing.

Determinations:

1. The application was filed on December 18, 2024.
2. The rental unit is a single-dwelling home. The Tenants have exclusive use of the property. The Tenants moved in on November 15, 2022, and moved out on March 7, 2025.
3. The following issues were raised by the Tenants in their application:
 1. Snow Removal: The Landlords refused to clear the snow on the driveway, sidewalk and front porch. 2022-2023, 2024-2025.
 2. Lawn Maintenance: The Landlords failed to provide lawn maintenance in the spring and summer of 2023 and 2024.
 3. Smoke Detector Testing: The Landlords failed to test the smoke detectors.

4. Steps in Garage: The Landlords failed to maintain the steps in the garage.
 5. Garage Door Opener: The Landlords failed to maintain the garage door opener.
 6. Water Softener: The Landlords failed to repair or replace the water softener unit.
 7. Microwave: The Landlords failed to repair or replace the microwave.
4. Section 20(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:
- A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.
5. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

Snow Removal and Lawn Maintenance

6. The Tenants allege that the Landlords failed to provide exterior grass cutting and snow removal. The Tenants allege that the Landlords expected the Tenants to shovel the snow and take care of the grass. The Tenants assert that because the Landlords were not responsive, that they paid individuals to do the work.
7. The Landlords evidence is that the Tenants were responsible for exterior maintenance of the rental unit, lawn maintenance and snow removal, because it is within their exclusive use, and they had a verbal agreement to this effect. The Landlord indicated making a verbal agreement to this effect because he did not reside in Canada during the term of the tenancy.
8. The Tenants deny having any agreement that they would be responsible for the exterior maintenance. The Tenants maintain that the exterior maintenance is solely the Landlords' responsibility.
9. I agree with the Landlord that there was an agreement that the Tenants would maintain the exterior maintenance. The Tenants testified they have exclusive use of the property, that they initially conducted exterior maintenance, and that due to a back injury, the Tenants could no longer conduct the exterior maintenance. As a result of the injury, the Tenants reached out to the Landlord for help. At times, the Landlord did assist knowing that the Tenants had suffered an injury. During the time the Tenants requested help due to the Tenant's back injury, the Landlord, within a reasonable time, would arrange for someone to attend and address the maintenance request.
10. The Landlords do not live in Canada. The Landlords rely on the Tenants to conduct maintenance, particularly snow removal services when there is an accumulation of snow,

or if something in the exterior of the property needs to be maintained. This was as per their verbal agreement.

11. A landlord is responsible for complying with the Maintenance Standards regulation, O. Reg. 517/06, which requires that exterior common areas shall be maintained in a condition suitable for their intended use and free of hazards and further makes a landlord responsible for removing snow and ice.
12. The Tenants had exclusive use of the property. There was an agreement for the Tenants to be responsible for the exterior maintenance. When the Tenants had a back injury, the Tenants made requests to the Landlord for lawn maintenance, as was done on March 6, 2024, via text, the Landlords indicated that he would arrange to have someone attend for lawn maintenance. Moreover, via texts on January 23, 2024, the Tenants asked the Landlords "Could you please ask snow cleaning guy to come and do snow shoveling." The Landlords responded, "will talk to him". This is indicative that the Landlords responded in a reasonable manner, even if there was an agreement that the Tenants maintain the exterior of the property. I accept that the Landlords assisted to help the Tenants out due to their injury.
13. The Tenants claim to have paid for people to attend at the property to do the required exterior maintenance but failed to provide details as to who was hired, when were they at the property doing work and how much was paid for their services. They do not have any receipts or information about the services rendered. As such, I find the Tenants failed to prove on a balance of probabilities that they incurred expenses.
14. The Tenants failed to prove on a balance of probabilities that the Landlords failed to meet their obligations under subsection 20(1) of the Act with respect to this issue. Upon being notified by the Tenants of the need for lawn maintenance or snow removal, the Landlords took reasonable steps to respond and address. No remedy is granted.

Smoke Detector Testing

15. The Tenants claim that the Landlords never tested the smoke detectors in 2 years. The Tenants indicated that the smoke detectors continued to be operational but were not tested.
16. The Landlords agree that the smoke detectors were operational throughout the Tenants' tenancy.
17. As the smoke detectors continued to be operational, I find that the Tenants failed to prove on a balance of probabilities that the Landlords failed to meet their obligations under subsection 20(1) of the Act with respect to this issue. No remedy is granted.

Steps in Garage

18. The Tenants assert that the garage stairs needed repair in December 2022 and informed the Landlords. The Landlords repaired the steps by February 2023.
19. In accordance with subsection 29(1) of the Act, this application must be made within one year of the date of the alleged breach. The steps were rectified by February 2023 and the

application was filed on December 18, 2024. This claim is outside of the one-year limitation period.

Garage Door Opener

20. The Tenants assert that the garage door opener broke in December 2022 and was fixed by the Landlords by April 2023. For the same reason noted above, the claim is outside of the one-year limitation period.

Water Softener

21. The Tenants claim that the water softener unit broke in September 2023, and that they notified the Landlord about it a couple weeks afterwards. They indicated that the water had a murky yellow colour and informed the Landlord about it. Upon learning of it, the Landlord sent a technician to inspect and assess the unit, only to find out it had to be replaced. The Tenants assert the Landlords replaced the water softener unit in November 2024.
22. The Landlords assert they only learned about the water softener unit being broken in December 5, 2023, via email (Exh 17). The Landlords assert that the unit was replaced on January 26, 2025, as is noted by a Home Depot receipt. The Landlords assert that since the Tenants were behind in rent, it was a financial strain, and they were unable to replace it beforehand.
23. I find the Landlord's became aware of the water softener unit not working via email sent by the Tenants to the Landlord on December 5, 2023. The Landlord initially sent a technician to inspect the unit. The technician disconnected the unit and informed the Landlord a new unit was needed. The Landlord replaced the unit in January 2025, as is evidenced by a Home Depot Receipt.
24. After having the water softener unit disconnected, no further complaints were made to the Landlord. The water was no longer a murky yellow colour. Eventually the water softener was replaced.
25. The Tenants failed to prove on a balance of probabilities that the Landlords breached their obligations under subsection 20(1) of the Act. Upon learning of the yellow murky water, the Landlord took steps to identify the problem. A technician was sent to inspect the water softener unit and disconnected it so that the Tenants had usable water in the house. The Landlords' actions were reasonable in rectifying the issue. The Tenants were able to reside at the unit and were able to use the water and plumbing at the rental unit for all its intended purposes.

Microwave

26. The Tenants claim the Landlords failed to repair or replace a microwave which had broken in the summer of 2023. The Tenants indicated that the microwave had not been fixed at all.
27. Exhibit 1 (DOC 6824470) shows that the Tenants informed the Landlord of a broken switch on the microwave on June 28, 2023, via text. The Landlord responded by permitting the

Tenants to call someone to fix the microwave. On the next day, June 29, 2023, the Tenants indicated they did not know anyone who can fix it. The Landlord agreed to look into having it repaired and offered the Tenant a replacement microwave to use which was located in the basement storage room of the house.

28. The Tenants failed to prove on a balance of probabilities that the Landlords did not meet their obligations under s. 20(1) of the Act with respect to this issue. In this case the Landlords provided the Tenants with a working microwave upon learning that the Tenants microwave had broken.

It is ordered that:

The Tenant's application is dismissed.

January 21, 2026
Date Issued

Jeanie Theoharis
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.