



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-026945-25

In the matter of: UPPER, 11 ORWELL CRES
BARRIE ON L4N6N3

Between: Zhihua Xie
Yiwei Zhang
Landlords

And

Andrew Davis
Tenant

Zhihua Xie and Yiwei Zhang (the 'Landlords') applied for an order to terminate the tenancy and evict Andrew Davis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 15, 2025. The Landlord Zhihua Xie, the Landlord's legal representative Rong Wei Yu and the Tenant attended the hearing.

Determinations – Arrears of Rent:

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Landlord's application was filed on March 31, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
3. The lawful rent is \$2,500.00. It was due on the 1st day of each month.
4. The Tenant has paid \$1,200.00 to the Landlords since the application was filed.

Date Tenancy Terminated:

5. The Landlord's L1/L9 Update Sheet filed with the Board asserts that the Tenant vacated the rental unit on July 10, 2025.
6. The Tenant disputed this assertion and stated that he vacated the rental unit on June 20, 2025 and that he left the keys in the mailbox of the residential complex and advised the tenant residing in the basement that he had vacated.

7. The Landlords submitted into evidence text message correspondence between the parties dated from June 27, 2025 to July 10, 2025 (LL exhibit #1). In the text messages, the Tenant advises the Landlord Zhihua Xie on June 27, 2025 that he will vacate the rental unit on or before July 15, 2025. The text messages further confirm that the Tenant only informed the Landlords that he had vacated the rental unit on July 10, 2025.
8. After these text messages were referred to at the hearing, the Tenant changed his testimony to state that he was still in the process of moving some of his items out of the rental unit after June 20, 2025.
9. Based on the evidence and submissions before the Board, I find that vacant possession of the rental unit was given to the Landlords on July 10, 2025 as this was the first date the Tenant made the Landlords aware that he had vacated the rental unit.
10. I also do not find the Tenant's testimony with respect to the date he vacated the rental unit to be credible. The text messages submitted into evidence clearly confirm that on June 27, 2025, the Tenant was advising the Landlord that the unit would be vacant by July 15, 2025. Had the Tenant truly vacated the rental unit on June 20, 2025 (seven days prior to these texts) he would have advised the Landlord during this discussion that he had already moved out of the rental unit.
11. As such, I find that the tenancy terminated on July 10, 2025. Rent arrears are therefore calculated up to this date.

Arrears of Rent Owing:

12. The Landlord's L1/L9 update sheet claims 16,885.35 to July 31, 2025. As the tenancy terminated on July 10, 2025, the arrears are pro-rated to July 10, 2025 (\$15,207.25).
13. The Tenant disputed the amount of the arrears charged. The Tenant did not provide the Board with an exact amount of arrears that he believed to be owing, but submitted into evidence e-transfer receipts sent to the Landlord from March 2025 to March 2025 (TT exhibit #1).
14. The Landlord also submitted into evidence a copy of a rent ledger (LL exhibit #2). At the hearing the Landlord's legal representative conceded that in comparing the amounts claimed on the L1 application versus the Tenant's bank records, that the Landlord claimed an excess amount of \$1,291.11.
15. As such, I find that the rent arrears owing to July 10, 2025 are \$13,916.14.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
18. Interest on the rent deposit, in the amount of \$210.44 is owing to the Tenant for the period from July 1, 2021 to July 10, 2025.

Determinations – Section 82 Claims:

19. At the hearing, the Tenant raised maintenance concerns pursuant to section 82 of the Act which provides that on an application for arrears of rent, a tenant may raise any issue that could be the subject of an application made by the tenant under the Act. The Tenant complied with the disclosure requirements of Section 82 pursuant to section 82(2) of the Act and Rule 19.4 of the Board's Rules of Procedure.
20. The Tenant's list of section 82 claims was filed with the Board on June 27, 2025. As such, the Board only has jurisdiction to consider a claim / award a remedy for maintenance concerns from June 27, 2024.
21. The Tenant's section 82 claim lists the following maintenance issues:
 - Bathroom leak
 - Backyard deck rotting
 - Roof leaking above garage
 - Lawn Care / Snow Removal not completed by Landlord
22. The Tenant's section 82 claims allege a breach of sections 20(1) and 22 of the Act, which state:
 - 20** (1) 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.
 - 22** A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

Bathroom Leak:

23. The Tenant confirmed at the hearing that the leak in the bathroom started on or about October 22, 2022 and was repaired / resolved on or about October 2023. As this maintenance concern was repaired more than one-year prior to the Tenant disclosing their section 82 claims to the Landlord and the LTB, this portion of the Tenant's claim is denied.

Backyard Deck:

24. The tenancy commenced on July 1, 2021. The Tenant testified that in 2023, the backyard deck showed signs of rotting and was unusable from this period to the end of his tenancy. The Tenant stated that he had exclusive use of the backyard deck throughout his tenancy.

25. The Tenant submitted into evidence four photographs of the backyard deck (TT exhibit #2). The photographs confirm that two steps and two boards were replaced at some point during the tenancy. The Tenant was unsure when these repairs were done, but maintained the position that the deck was unstable and not able to be used. The photographs however show that furniture was being stored on the deck (patio table and chairs).
26. The Landlord submitted into evidence an invoice dated May 30, 2024 confirming that some of the deck boards were repaired on or about this date (LL exhibit #3).
27. Based on the evidence and submissions before the Board, I am not satisfied on a balance of probabilities that the Landlord has breached their maintenance obligations under the Act with respect to the state of the backyard deck.
28. The photographs submitted by the Tenant do not show signs of the deck rotting or being unstable, but rather show that the deck is dirty and that some of the wooden boards have some light cracks. The photographs submitted by the Tenant also show that furniture was being stored on the deck and therefore I do not find the Tenant's testimony about the deck being unusable to be credible.

Roof Leak:

29. The Tenant testified that from June 2023 to June 2025, the roof above the garage was leaking. The Tenant stated that the Landlord was informed of this issue immediately and that no repairs were conducted until the first week of June 2025. The Tenant confirmed that no water entered the rental unit nor did any of his property get damaged as a result of this roof leak.
30. The Landlord did not dispute the Tenant's claim and confirmed that the roof was repaired on June 7, 2025. The Landlord submitted into evidence an invoice for the repairs (LL exhibit #4).
31. Based on the evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act with respect to this portion of the Tenant's section 82 claims. The Landlord did not dispute that the Tenant put them on notice of the leak in the garage on or about June 2023 and the Landlord provided no explanation as to why this repair took two years to be completed.
32. The Tenant's section 82 claim seeks a 25% rent abatement for the period that the roof was leaking. I find the Tenants requested abatement to be unreasonable and excessive. An abatement is a contractual remedy designed to address the idea that tenants are paying for a bundle of goods and services and if they do not receive everything they are paying for, the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received.
33. In my view, I find that the Tenant is entitled to a total rent abatement of \$567.06, which represents a 2% rent abatement for the period of June 27, 2024 to June 7, 2025. Although

I accept that the Landlord breached their maintenance obligations under the Act with respect to addressing this roof leak, the evidence before the Board confirms that the water was leaking into the garage only and not the interior of the rental unit and therefore, I find that there was limited impact on the Tenant's overall use and enjoyment of the rental unit.

Lawn Care and Snow Removal:

34. The Tenant testified that since the commencement of the tenancy that he was responsible for cutting the grass and snow removal from the front entrance steps and driveway of the rental property. The Tenant agreed that the basement tenant was responsible for clearing snow at the side of the house and near their own entrance / walkway. The Tenant also confirmed that the Landlord provided the Tenant with a lawn mower at the commencement of the tenancy.
35. The tenancy agreement is silent as to who is responsible for lawn care / snow removal. The Landlord also did not dispute that the Tenant was responsible for the lawn care and removal of snow from the front entrance to the rental unit and/or the driveway of the property.
36. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their maintenance obligations under the Act nor am I satisfied that the tenancy agreement substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex.
37. Pursuant to the Act s. 20, the Landlord is responsible to maintain 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.
38. Maintenance Standards are prescribed under s. 224 of the Act. The current maintenance standards are set out in O. Reg. 517/06. These maintenance standards will not apply to residential complexes, if the municipality in which the residential complex located, (i) has its own municipality property standard by-law, and (ii) that standard is "applicable only to the exterior of residential complexes" (ie see s. 4 of O. Reg. 517/06). In such a case, the city's own bylaw will apply to the exterior of the residential complex, and O. Reg. 517/06 will then only apply to the interior parts of such a residential complex.
39. The rental unit is in the city of Barrie. Neither party at the hearing presented the Board with a copy of the local Bylaw's for the rental unit.
40. Upon my own research, the City of Barrie has enacted a Municipal Bylaw for both issues. By-law 2011-107 speaks to lawn / yard maintenance and By-Law 2008-212 speaks to snow removal. Both of these Bylaw's state that the "Owner" is responsible for the yard maintenance and snow / ice removal on the lot of the property. However, both Bylaws

define an Owner as not just the property owner, but rather a person who has occupancy of the property.

41. As such, I find that the Bylaws require the tenants of the rental property to conduct the lawn care / snow removal of the exterior and areas of exclusive use of rental property and therefore, the Landlord is not in breach of their maintenance obligations under the Act.
42. Therefore, this portion of the Tenant's section 82 claims is also dismissed.
43. As such, the Tenant is entitled to a total rent abatement of \$567.06 and this amount will be set-off from the arrears claimed / owing.
44. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 10, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$10,924.64. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit, the interest the Landlord owes on the rent deposit and the rent abatement ordered is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.

January 21, 2026
Date Issued

Fabio Quattrociocchi
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$13,916.14
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$210.44
Less the amount of rent abatement	-\$567.06
Total amount owing to the Landlord	\$10,924.64