



## **Order under Section 30 Residential Tenancies Act, 2006**

**Citation:** Umezinne v 5003675 Ontario Limited, 2026 ONLTB 7307

**Date:** 2026-01-23

**File Number:** LTB-T-011350-23

**In the matter of:** Basement, 9 OTONABEE AVE  
NORTH YORK ON M2M2S4

**Between:** Izunna Umezinne Tenant

**And**

5003675 Ontario Limited Landlord

Izunna Umezinne (the 'Tenant') applied for an order determining that 5003675 Ontario Limited (the 'Landlord') failed to meet the Landlord's 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 January 19, 2026.

The Landlord and the Tenant attended the hearing.

### **Determinations:**

1. As explained below, the Tenant proved on a balance of probabilities that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the residential complex and failed to comply with maintenance standards.
2. Therefore, the Landlord must pay the Tenant \$1,402.96.
3. It is not disputed that snow removal is the responsibility of the Landlord. The dispute in this case is whether the Landlord's efforts fulfilled their obligation.
4. 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.

5. The tenancy began in 2019 and there were no issues with snow removal for the first three winters. The Tenant first reported problems with snow removal in February 2022. Initially the Landlord agreed with the Tenant that the snow removal contractor was not attending the residential complex in a timely manner or completing the work adequately. This application cover the period beginning December 16, 2022.
6. On December 16, 2022 the Tenant notified the Landlord that the snow removal contractor had not attended the unit. The Landlord followed up and the contractor attended but did a poor job. Photos show that the driveway was plowed, but snow remains on approximately 30-40% of the driveway. On this date the Landlord agreed with the Tenant that the work was poor and followed up with the contractor. Photos and text communications show that on this date the Tenant had parked his car offsite and the contractor had full access to plow the driveway. Nonetheless the contractor did not adequately remove the snow.

#### Residential complex and driveway

7. The residential complex is a detached house with a main floor unit and a basement unit. The driveway slopes down from the road to the garage door and the entrance to the basement unit. The mailboxes for both units and the entrance to the main floor unit are accessed by a path/sidewalk and a set of steps. The lease provides the Tenant with permission to park one car in the driveway in a manner not obstructing access to the garage by the main floor tenants. There is no parking permitted on the street.
8. Because the driveway is sloped, there are retaining walls on both sides. The walls are approximately 10-12 feet high at the top of the driveway so it is not practical for snow to be moved to the sides – it must be pulled to the bottom of the driveway and then pushed to a side. The slope of the driveway presents a challenge to plowing. Videos provided by the Landlord show that a plow pulling snow up the driveway will leave a portion in the middle with snow coverage which must be hand shovelled.
9. The driveway is wide enough for two cars but there is little extra room. Generally, the Tenant parks on the right side of the driveway at the bottom. The main floor tenant parks in the garage and only needs enough space to pass the Tenant's car. Photos show that if the Tenant parks far enough over on the driveway for his passenger door to open, a car may pass on the left but neither car would be able to open the door in the middle of the driveway. If the Tenant parks against the right edge of the driveway a plow can fit on the left but there is minimal extra clearance.

#### Snow removal contractor and Landlord response

10. On December 24, 2022 the Tenant again notified the Landlord that the contractor had not come. The contractor told the Landlord that the Tenant was parked in the middle of the driveway, and if he had to keep sending the truck out twice he was going to raise the price of snow removal, which the Landlord forwarded to the Tenant. The Tenant sent photos to the Landlord showing that his car was parked on the side of the driveway as usual and no snow had been plowed or shovelled.
11. Throughout January and February 2023 the Landlord asked the Tenant to move his car to allow the snow removal contractor unobstructed access to remove the snow. The Tenant

acknowledged the requests but noted initially that he was unavailable at the time and later that it was not his responsibility to so and the Landlord and the contractor needed to work it out between them.

12. From this point on the Landlord submits that they fulfilled their maintenance obligations by hiring a snow removal contractor who did an acceptable, if not always perfect, job and the contractor was prevented from doing better by the Tenant obstructing the driveway with his vehicle. The Landlord's testimony is not credible in this regard.
13. Photos and videos submitted by both parties show that the performance of the snow removal contractor was variable at best. Perfection is not expected. Nor would the Landlord be held responsible for a sub-optimal performance of a contractor they paid to perform a service and reasonably expected to perform the work to an acceptable standard. However, the Landlord persisted in their assertion that the contractor had done an acceptable job even when the photographs referred to in evidence showed they did not, and blaming the Tenant for the contractor's shortcomings.
14. The contractor did not fully clear the steps to main floor entrance and the mailboxes for both units. The Landlord considers the steps to be adequately cleared because the steps are wider than the path leading to them, the width of the path is cleared, and a prudent person would use only the central portion of the steps which are in line with the path. This disregards the Tenant's reasonable position that the uncleared snow makes the hand railing inaccessible, and this is a safety concern. The placement of any vehicles on the driveway has no impact on how these areas are cleared.
15. The Landlord asserts that any deficiencies in snow removal on the driveway are caused by the Tenant inappropriately parking his vehicle, preventing the use of a plow. However, the Landlord's testimony was discredited by their own video evidence. Video evidence submitted by the Landlord showed that using a plow alone on the driveway resulted in areas of snow being missed as a result of the slope of the driveway – regardless of whether any vehicle was parked on it. On some occasions the contractor did hand shovel as needed. While the Landlord asserts that it is impossible to hire anyone to hand shovel, I am not satisfied that this is true or a justification for not meeting their obligations. The Landlord did not submit evidence of any attempts to seek out a contractor that would hand shovel, and this contractor did in fact hand shovel on some occasions.
16. The Landlord referred to an email communication in which they tell the Tenant they can park at the top of the driveway near the garage when snow is expected to facilitate easier plow access, but the car would need to be moved once plowing is completed. As this suggestion would block the main floor tenant from exiting (or entering) the garage it is unclear how this would work, particularly as snow fall and snow removal times are unpredictable and may occur when the Tenant is unavailable – as evidence by the initial request from the contractor to move his vehicle which came when the Tenant was in a work meeting. As the Landlord frequently attempted to defend this application by raising their own concerns about the Tenant's parking, and referenced eviction notices given to the Tenant for parking in an obstructive manner, I cannot fault the Tenant for not moving his vehicle to a location which would violate the lease terms and leave him susceptible to eviction proceedings.

Remedies

17. Based on my knowledge of similar cases before the Board, I find a rent abatement of 5% for the usual snow season of December to March is appropriate. The inconvenience of the inadequate snow removal warrants a remedy, but it is occasional rather than constant and is a relatively minor inconvenience. In this case there was no evidence of specific harms caused by the inadequate snow removal – fortunately there were no falls or injuries.
18. The Landlord was aware of the Tenant's concerns, but after initially being responsive they later attempted to shift the responsibility for the contractor's shortcomings to the Tenant. Therefore, I find that a rent abatement of \$1,354.96 is appropriate in the circumstances. (2022/2023 and 2023/2024 monthly rent: \$1,908.22 x 8 months x 5%, 2024/2025 monthly rent: \$1,955.93 x 4 months x 5%, 2025/2026 x 2 months x 5%).
19. The Tenant also requested the Board order the Landlord to pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 provides insight into the Board's use of fines and states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future: "This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."
20. In this case the Landlord has been ordered to pay an amount to the Tenant. If the problem persists in the future, additional deterrence in the form of a fine may be considered.
21. The Tenant requested compensation of \$100.00 per occasion for shovelling at the residential complex. The amount was based on online ads. Most of the work described by the Tenant was removing rubble from the plow from the immediate vicinity of his car. While the Landlord is required to remove snow and ice from the driveway and walkways, it is not reasonable to expect perfect total removal from around vehicles. I am not satisfied that the snow removal contractor placed excessive amounts of snow around the Tenant's vehicle as alleged by the Tenant, rather the amounts of snow appeared within the normal range one would expect around a parked vehicle. If I were to consider a remedy, the \$100.00 per occasion is excessive because the comparative service is a full property whereas the Tenant was clearing a portion of the driveway only.
22. The Tenant requested compensation for the purchase of a snow shovel. As already noted, it is not reasonable to expect perfect and total removal of all snow, particularly around vehicles. Even if the Landlord perfectly removed snow after a snowfall, before the Tenant could move their vehicle they would need to remove the snow from it and that snow would then be around the vehicle and need to be moved. It is not unreasonable for a tenant to have a snow shovel for such purposes.

**It is ordered that:**

1. The Landlord shall pay the Tenant \$1,402.96. This amount represents:
  - \$1,354.96 for a rent abatement for the period ending January 31, 2026.
  - \$48.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by February 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 3, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the month of March 2026.

**January 23, 2026**  
**Date Issued**

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Dawn Carr  
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.