



Order under Section 30 Residential Tenancies Act, 2006

Citation: Yuan v Wang, 2026 ONLTB 10440

Date: 2026-02-20

File Number: LTB-T-105770-24

In the matter of: 45 WOODMOUNT CRES
NEPEAN ON K2E5P9

Between: Xiao Yuan Tenant

And

Tuan Wang Landlord

Xiao Yuan (the 'Tenant') applied for an order determining that Tuan Wang (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 December 11, 2025.

The Tenant, represented by their spouse Lee Wong, and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant alleges that the Landlord failed to maintain the exterior of the property, namely the removal of snow and ice, and lawn and shrubbery/tree maintenance. The Tenant alleges that the Landlord expected them to do the work, which they did for the entirety of the tenancy.
3. The Landlord alleges that it is the Tenant's responsibility to clear the snow and ice, cut the grass, and maintain the shrubs/trees. It was a term of their contract and in consideration for being responsible for the exterior cleanliness, the Landlord offered a reduced monthly rent.
4. Having reviewed the evidence, I find the Tenant has exclusive use of the property is responsible for the ordinary cleanliness of the exterior of the property, including snow removal, maintaining the grass, trees, shrubs, and yard.

Analysis

5. The purpose of the Act is to balance the rights and responsibilities of residential landlords and tenants.
6. Section 3 of the Act notes that this “Act ... applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary.” Section 4 of the Act notes, if “a provision of this Act conflicts with a provision of another Act, other than the *Human Rights Code*, the provision of this Act applies.”
7. The Act also contemplates that both landlords and tenants have responsibilities related to the maintenance of the rental unit and rental complex.
8. For landlords, subsection 20(1) of the Act provides that:

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.

9. For tenants, section 33 of the Act provides that:

The tenant is responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it.

10. 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.
11. The applicable property standards bylaw for Ottawa, Property Standards (Bylaw No. 2013-416) City of Ottawa, regulates residential properties.
12. The Bylaw defines owner as: “the lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standards for maintenance and occupancy of property.”
13. Section 6 of the Bylaw requires a yard to be kept clean and free from refuse or debris, lawns shall be kept trimmed and not overgrown, and all hedges, shrubs, trees or other plants shall be maintained in a manner that does not adversely affect the safety of the public.
14. The Bylaw Section 9, Safe Passage, requires all surfaced paths, walkways, patios, steps, ramps, building entrances, driveways and parking areas shall be, maintained in a hole-free condition and free of any settlements that might cause an accident or injury; maintained in a condition so as to afford safe passage by pedestrians and motor vehicles in inclement weather; and adequately illuminated at night so as to afford safe use.

Rental Unit

15. The Tenant, together with her family, moved into the rental unit on or about May 1, 2017, and vacated on or about May 4, 2024. This application is brought 8 months following the Tenant vacating the property by eviction order issued by the LTB.
16. The rental unit is a single-dwelling home. It is a semi-detached two-story home with two bedrooms and a full bathroom upstairs, two bedrooms and a half bathroom downstairs, garage, laundry room, kitchen and family room. The Tenant had exclusive use of the property and lived at the rental unit for 6 years with her spouse and two children. Occasionally the Tenant had guests stay with them, but there was no point during the tenancy with the Landlord where there was another tenant at the property.
17. It is not contested that the Tenant had exclusive use of the property.

Tenancy Agreement and Exterior Maintenance Clause

18. The rental agreement specifically included an exterior maintenance clause. Exhibit 1, the Rental Agreement (DOC 4754838) at clause 10 indicates that the Tenant agrees to “take care of lawn, trees and shovel snow.” (“Exterior Maintenance Clause”) Pursuant to this clause, the Tenant was responsible to clear the snow, take care of the lawn and trees.
19. The Landlord indicated they specifically put the clause in the agreement because the Landlord, at that time, did not live in Canada, and he provided a reduced rent because of the Tenant taking on this responsibility.
20. The Landlord testified that the rent charged to the Tenant was lower than market rent due to the agreement that the Tenant would maintain the exterior of the property. Natalie Lavoie, a witness for the Landlord, testified that she lives next door to the rental unit and rents a basement apartment. The buildings are similar in that it too is a semi-detached home, but in her building, there are two 2-bedroom units. She rents the 2-bedroom basement unit for \$1300.00.
21. In contrast and supporting the Landlord’s assertion that the Tenant’s rent was lower than market rent, the whole house occupied by the Tenant and her family when the tenancy began was \$1250.00. When the Tenant vacated the property, the monthly rent was \$1350.00 for the whole house.
22. It is not disputed that the Tenant signed the lease agreement knowing that this clause obligated them to maintain the exterior.
23. At all times, the Tenants had exclusive use of the property. After taking a contextual approach to the circumstances in this case, I find that the Tenants failed to prove on a balance of probabilities that the Landlord failed to meet their maintenance obligations under subsection 20(1) of the Act with respect to the snow and ice removal, lawn, tree, shrubs and yard maintenance at the rental unit.

24. I find the Tenant was responsible to clear the snow and ice, maintain the lawn, trees, shrubs and yard because it was a term agreed to in their tenancy agreement, and at all times throughout their tenancy, they had exclusive use of the property, including the driveway and the front and back yard.

It is ordered that:

The Tenant's application is dismissed.

February 20, 2026

Date Issued

Jeanie Theoharis

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.