



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-093521-24

In the matter of: 158 Sunnidale Road
Barrie ON L4N1H3

Between: Chris Kemmers Tenant

And

Lei Zheng Landlord

Chris Kemmers (the 'Tenant') applied for an order determining that Lei Zheng (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 21, 2026.

The Landlord, the Landlord's legal representative Ciara McMillen and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations on a balance of probabilities as contained in the application. Therefore, the Landlord must pay the Tenant \$550.00 in abatement of rent and comply with other terms as outlined in this order.
2. The Tenant moved into the rental unit on May 1, 2023, the rental unit is a bedroom in a detached home with shared common spaces with up to 4 other tenants at any given time. The lawful rent is \$630.00. The Tenant filed the T6 Application on October 24, 2024 and filed a subsequent amendment on January 11, 2026 per an Interim Order direction dated June 23, 2025.
3. In their T6 Application the Tenant alleges the following issues:
 - a) Heat was not provided on two separate occasions due to failure to maintain the furnace:
 - October 28–29, 2024
 - December 25, 2023 – January 3, 2024 (approximately 10 days)
 - b) Rats present on the property since 2023

- c) lack of carbon monoxide detectors and smoke alarms
- d) oven is missing a rack
- e) obstructed egress windows
- f) snow removal

4. The Tenant testified that:

- He notified the Landlord that there was no heat, a vital service, on two separate occasions. October 28 to October 29, 2023, and from December 25, 2023 to January 3, 2024. The cause was a malfunctioning furnace.
- The Landlord did not respond and did not take timely steps to restore heat or investigate the malfunctioning furnace resulting in no heat.
- There is an ongoing rat infestation stemming back to 2023 which has resulted in property damage (wiring).
- Carbon monoxide detectors near the bedrooms, a carbon monoxide detector near the furnace are required by code and are not installed, inclusive of a smoke alarm in the basement which the Tenant submits should be installed.
- While there are egress windows in the basement, as these are covered with shields, egress is prohibited, window size may be of issue.
- Since moving into the rental unit, the oven rack has been missing causing him to improvise in the way he uses the oven.

5. In summary, the Tenant alleges that the Landlord failed to maintain the rental property in a good state of repair and fit for habitation under section 20 of the Residential Tenancies Act and failed maintain a vital service.

Heat

6. That Tenant testified that he was not sure why there was a heat interruption October 28 to October 29, 2023, the Landlord simply did not reply to him. However, he acknowledged that this was a short-term interruption.
7. Regarding the second outage from December 25, 2023 to January 3, 2024 the Tenant stated that he did not advise the Landlord of the interruption until December 30, 2023 as he had assumed the Landlord was already aware by being notified by another tenant(s). He sent a message stating the furnace was broken and that the thermostat is showing 14 degrees internal temperature. That three additional messages were sent to the Landlord in this regard on December 31, 2023, January 1, 2024 and January 2, 2024. That the Landlord finally replied on January 6, 2024 but that the context of the message was not in respect to the issue addressing the lack of heat.
8. The Landlord submitted that when she became aware of the lack of heat in the residential complex, she started calling around various HVAC places, however as it was during the holiday season, it was difficult to find someone to investigate on short notice. That she bought space heaters for the Tenants and delivered them on or about January 2, 2024.

9. On January 4, 2024 the Landlord had a new furnace installed after it was determined that the other could not be fixed given the useful life, an invoice for \$10,243.45 as provided by Spring Home Tech was evidenced in DOC#7191061 for a purchase of a heat pump, furnace and installation costs.
10. I find that the Landlord failed to comply with health, safety, housing or maintenance standards for the following reasons.
11. On the basis of the evidence, the first time the Landlord was advised of the Tenant not having heat was on December 30, 2023, on the January 2, 2024, the Landlord provided space heaters and on January 4, 2024 a new furnace was installed. Given these circumstances, while the Tenant makes a claim for \$280.00 in respect of dates as outlined, I can only consider the dates the Landlord was aware of the issue, here that is from December 30, 2023 to January 3, 2024.
12. As there was no heat for some of the time and reduced heat for part of the time, a lump sum amount of \$100.00 is reasonable given the circumstances, this in recognition that while there was an interruption earlier the Landlord may not have been advised. Ultimately, the Tenant endure temperatures which were below the required as outlined by the Act as evidenced. And while the Landlord may have been working behind the scenes to restore heat to the property, the lack of communication added to the frustration and discomfort of living in a property without sufficient heat and when heat would be restored.

Rat Infestation and Property Damage

13. The Tenant evidenced a photo of one dead rat outside of the rental unit. And a video of holes abutting the home that he suggests are rat dens. He submits that the internet cable was damaged/ chewed by a rodent which he then replaced without the Landlord's knowledge. The Landlord refutes that there is an infestation of rats on the property and that the Tenant is speculative only in his submission about rat dens. That there is no evidence to confirm this.
14. On the basis of the evidence before me, I am not satisfied that there is an ongoing infestation of rats on the property as alleged, the sighting of one dead rat outside of the residential complex is not indicative of an infestation. The Tenant has not led sufficient evidence to establish an infestation or presence of rodents in the residential complex. And as noted by the Landlord, it is not uncommon to find at least one rat given the location of the complex. For this reason, no remedies can be considered.

Egress windows

15. The Tenant suggests he has use of the basement to do the laundry, that the windows in the basement are not large enough to be egress windows and the ones that are there are covered with plastic covers as evidenced.
16. The Landlord testified that at some periods of time there are rooms in the basement that are also rented. Given the concern as raised as there was insufficient evidence adduced about the bylaws of the City, and requirements to have egress windows conforming with the current standards, I am not able to make a monetary award in this regard.

17. The same comments apply for the requirements of fire alarms, carbon monoxide detectors, specifically how many are required and locations of each. The Tenant while raising awareness to the issue did not have any supporting expert evidence for the Board's review such as report from a fire department or an order for compliance as issued by an appropriate authority. However, given the seriousness of the issues, the Landlord will be ordered to engage the services of the Fire Department of Barrie to have the complex inspected for compliance in respect of all required alarms, egress points and follow through on any recommendations as arising from the inspection.

Missing oven rack

18. It was undisputed that there is a missing oven rack, and the Landlord only recently became aware of this issue. The Landlord testified that there was a rack there when the unit was rented out to the Tenant. However, given that there are other tenants residing there, it is difficult to ascertain how the missing rack came to be. Given the hazard posed of the oven being used without the rack insert, it is in the best interest of all parties' that it be replaced. The Landlord will be ordered accordingly.

Snow removal

19. The Tenant submitted that the Landlord failed to perform required snow removal and salting on the grounds of the residential complex. That while the Landlord had a snow removal contract in place for winter 2023-2024 to clear the driveway, the Tenant shoveled the walkway and steps leading to the residential complex door entry points.
20. That in the winter of 2024–2025, the Tenant shoveled the entire driveway, steps, and walkway and applied salt to these areas. There was no snow removal contract in place for this period. The Tenant says the Landlord did not respond to his request for snow removal on December 23, 2024, December 23, 2024, December 26, 2024, January 2, 2025 and January 10, 2025 as evidenced. When noting the conditions and advised the Landlord that he is doing the snow removal himself he received no responses. He seeks compensation of \$1,000.00 for the two winter seasons combined.
21. The Landlord does not dispute that she did not hire her usual snow removal service for winter of 2024-2025, as there were issues of cars being parked in the driveway that the plough could not go around. That the Tenant was provided a number of warnings in this regard and failed to park his vehicle in a direction and location that would permit access to snow removal.
22. As outlined in the Tenant's submissions the Ontario Court of Appeal in *Montgomery v. Van*, 2009 ONCA 808 has confirmed that snow removal in common areas remains the landlord's responsibility even where tenants perform the work. Generally, a landlord cannot transfer its statutory maintenance obligations to a tenant without offering specific compensation for the work performed.
23. In *Montgomery v. Van*, 2009 ONCA 808, the tenant was injured after slipping and falling on an ice-covered walkway leading to her basement apartment. The lease contained a one-line clause stating that "tenants are responsible for keeping their walkway and stairway clean (including snow removal)." Despite this clause, the court found the landlord liable for

the tenant's injuries, holding that the maintenance obligation could not simply be shifted to the tenant through the lease.

24. More recently, the Ontario Court of Appeal addressed this issue in *Crete v. Ottawa Community Housing Corporation*, 2024 ONCA 459, drawing an important distinction between common areas and exclusive-use areas in a residential complex.
25. In *Crete*, a tenant slipped and fell on ice on the front step of their townhouse. The lease required the tenant to clear snow and ice from the front step to the main walkway. The Court considered O. Reg. 517/06 s. 26(1) under the RTA, which requires landlords to maintain "exterior common areas" free from unsafe accumulations of snow and ice.
26. The Court held that because the lease required the tenant to clear snow and ice from areas used exclusively by the tenant and not from exterior common areas, the tenant was responsible for clearing the area where the fall occurred.
27. In the case before me, the areas the Tenant complained of are not for his exclusive use, and there is no agreement between the parties through the lease agreement or any other agreement that the Tenant be responsible for snow removal.
28. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the residential complex by not providing snow removal services. And while appreciate that in a multitenant complex parking of vehicles can pose to be challenge especially where City by-law precludes parking on city roads, this is not a sufficient reason to discontinue the Landlord's obligations. While I am satisfied that the Landlord has hired someone to remove/ plough snow for the 2025-2026 season, the issue of past conduct warrants a consideration of claims as arising from the work that the Tenant submits to have done and evidenced to the Landlord through the various text messages and screenshots. The evidenced showed a significant amount of snowfall and the Tenant having shovelled pathways for access points to the complex.
29. The Tenant is seeking \$1,000.00 for his snow removal and salting completed in part for 2023-2024 and for all areas as completed for 2024-2025. The Landlord disagrees with the amount of \$800.00 for the 2024-2025 season noting that the entire snow removal contract she usually has in place costs less, and is done with professional means. The Tenant in pricing the contract using numbers he believes are reasonable for the effort and time involved and equates this to a paid for service. I understand both parties' positions, while I am not of the opinion that the Tenant is entitled to a cost that is more or equivalent to a outsourced contractor in that there could have been some assistance from other tenants as suggested by the Landlord, and other factors, I believe a lumpsum of \$450.00 abatement is reasonable in this regard.
30. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord shall pay the Tenant is \$550.00 This amount represents:
 - \$100.00 for a rent abatement (heat).
 - \$450.00 for rent abatement (snow removal).
2. The Landlord shall pay the Tenant the full amount owing by March 20, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 20, 2026, the Landlord will owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by March 20, 2026, the Tenant may recover this amount by deducting the amount of \$110.00 from the rent owing for the months of April through August 2026 or until there is no longer any money owing.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. On or before April 9, 2026, the Landlord shall contact the Fire Department of Barrie, conduct an inspection of the residential complex for compliance with the governing fire and safety standards and implement any remedial actions or recommendations as arising.
7. The Landlord shall also replace the oven rack as outlined.

March 9, 2026
Date Issued

Alicia Johnson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.