



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

File Number: LTB-T-022831-25

In the matter of: 20 BRYANT ST
NORTH YORK ON M3H4Z9

Between: Lorne Stolberg Tenant

And

Shneur Herman Landlord

Lorne Stolberg (the 'Tenant') applied for an order determining that Shneur Herman (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 February 25, 2026.

Only the Tenant and the Tenant's Agent, Marshall Kazman, attended the hearing.

As of 10:12a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities that the Landlord breached their maintenance obligations in relation to the front door handle and door jam, as well as a hole in the driveway near the house. The Tenant has also proven that the Landlord has failed to investigate whether water is leaking into the basement, whether the backsplash is coming away from the wall in the kitchen, and how the ice built-up is occurring on the front steps.
2. Therefore, the Landlord must repair or replace the front door handle, the door jam, and replace the hole in the asphalt. The Landlord must also investigate whether water is leaking into the basement, whether the backsplash is coming away from the wall in the kitchen, and how the ice built-up is occurring on the front steps.

T6 Application:

3. At the outset of the hearing, the Tenant indicated that the Landlord had already repaired the chimney, the and rail for the front porch, and the tiles on the front porch that were broken were replaced. The Tenant only requested an order to repair and so these portions of their application are moot.
4. The Tenant sought to be reimbursed for the cost of the hot water rental from the last 9 years and 5 months. I stated to the Tenant that a T6 application is not the correct form, and that due to jurisdictional limitation periods, that he would only be able to seek reimbursement up to one year from the date he files his application. As this is an ongoing issue, the Tenant is not out of time to file the appropriate application.

Issue 1: Missing Door Handle and Broken Door Jam

5. The Tenant testified that the Landlord bought the home from the Tenant 10 years ago, and when he purchased the home, the door jam was broken and the front door did not have a handle. In December 2024, the Tenant's Agent sent an email to the Landlord outlining a number of issues, including the door jam and the missing front door handle.
6. The Tenant testified that he had not contacted the Landlord about the issue since the email was sent in December 2024, but it still has not been fixed. The front door has a combination lock, just no doorknob. The Tenant testified that the old key lock is still on the door, so he can unlock the door and push it open, there is just no doorknob. The Tenant further testified he currently uses the side door that does have a working doorknob. The Tenant submitted photo evidence of the broken door jam and the missing doorknob.
7. I accept the Tenant's evidence that he notified the Landlord of the issue with the broken door jam and the missing doorknob. In these circumstances, I am satisfied that the Tenant has established on a balance of probabilities that they notified the Landlord of the maintenance issue and the Landlord did not address the issue.

Issue 2: Hole in the Asphalt on Driveway Causing Leaking

8. The Tenant testified that the hole started developing in the asphalt approximately 15 years ago, and in 2023 he showed the Landlord the hole and where leaking was occurring in the basement. When the Landlord bought the house, he did not have a house inspection completed. The Tenant testified that the garage adjoins the house and water leaks into the basement through the hole in the asphalt when it rains. The Tenant testified he bought a bag of asphalt from Home Depot and tried to plug the hole, but it did not work.
9. The Tenant testified that every time it rains, there are buckets of water that come out of the baseboards in the basement. The Tenant submitted a picture of the hole in the asphalt on the driveway. There was no documentary support or photos of the water flooding the basement due to the hole. The Tenant's Agent also identified the issue to the Landlord in their December 2024 email. The Tenant testified that the Landlord has not attempted to fix the issue.
10. I accept the Tenant's evidence that he notified the Landlord of the issue with the hole in the asphalt. However, I am not satisfied that the Tenant has established that there is leaking in the basement. The Tenant provided pictures of the hole in the driveway,

however there was no supplementary evidence of the alleged water leakage, and if the leaking was as severe as the Tenant is claiming, I would expect there to be supporting photo evidence. In these circumstances, I am satisfied that the Tenant has established on a balance of probabilities that he notified the Landlord of hole in the asphalt, and the Landlord did not address the issue. While I am not satisfied that on the evidence there is a leak, I find that the Landlord's failure to investigate whether there is a leak is a breach of their obligation, therefore I am prepared to order that the Landlord shall investigate the presence of any leaks in the basement.

Issue 3: Fence in the Backyard

11. The Tenant testified that the Landlord had individuals cutting down trees in the backyard, and a tree fell on the chain link fence and caused damage. The Tenant submitted evidence of the damage, which showed a slight dent at the top of one portion of the fence. The Tenant testified he notified the Landlord of the dent in the fence in his December 24, 2024 email to the Landlord.
12. The Tenant acknowledged that the fence still works, it is just not visually appealing.
13. I am not satisfied that the dent in the chain link fence is a breach of the Landlord's maintenance obligations. Therefore, this portion of the Tenant's application is dismissed.

Issue 4: Loose trim in the Basement and Water Leaks

14. The Tenant testified that the trim and tile on the backsplash in the kitchen has started to come away from the wall due to water leaking into the basement. The Tenant testified the water leakage started approximately 6 or 7 years ago and the Tenant sent messages to the Landlord. The Tenant further testified that he notified the Landlord of the issue in August 2023 and again in August of 2024.
15. The Tenant did not provide any documentary support or pictures of the alleged affected area. While am not satisfied that the Tenant has established on a balance of probabilities that there is a maintenance issue with the backsplash in the kitchen, I find that the Landlord's failure to investigate is a breach of his maintenance obligation. Therefore, I am prepared to order that the Landlord shall investigate whether there is an issue with the backsplash in the kitchen.

Issue 5: The Eavestroughs are Damaged

16. The Tenant testified that the eavestroughs have pulled away form the side of the house which allows water to run down and go into the foundation and in the winter it accumulates as ice on the front stairs. The Tenant testified that the Landlord has known about the issue since 2023, and when the Landlord removed the trees in November 2024, that is when the ice issue on the front stairs started happening.
17. The Tenant submitted a photo of the front stairs with ice built up on the stairs. The Tenant submitted a picture of a section of the roof and eavestrough. The Tenant also stated that the email from December 24, 2024 identified to the Landlord that the eavestroughs need to be repaired or replaced.

18. Based on the evidence provided, I am not satisfied that the Tenant has established on a balance of probabilities that there is a maintenance issue with the eavestroughs. The photo provided from the Tenant shows what appears to me as an undamaged eavestrough—it does not show the eavestroughs pulled away from the side of the house. Therefore, I find that the Landlord has not breached their maintenance obligations as it relates to the eavestroughs. However, I am satisfied that the Tenant has established that there is a significant ice build-up on the front steps that the Landlord has not appeared to have investigated the issue, which is a breach of his maintenance obligation. Therefore, I am prepared to order that the Landlord shall investigate how the ice-build up is occurring on the front steps.

It is ordered that:

1. The Landlord shall repair or replace the front door handle and door jam, and repair the hole in the asphalt on the driveway by May 31, 2026.
2. The Landlord shall investigate the following on or before May 31, 2026:
 - Whether there is water leaking into the basement;
 - Whether the backsplash in the kitchen is coming away from the wall; and
 - How the ice build-up is occurring on the front steps.
3. The Landlord shall pay the Tenant is \$53.00. This amount represents:
 - \$53.00 for the cost of filing the application.
4. The Landlord shall pay the Tenant the full amount owing by April 24, 2026.
5. If the Landlord does not pay the Tenant the full amount owing by April 24, 2026, the Landlord will owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

April 13, 2026
Date Issued

Allana McComb
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.