



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

File Number: LTB-L-102620-25

In the matter of: 155 NORTH BONNINGTON AVE
SCARBOROUGH ON M1K1Y2

Between: Marcus Leung Landlords
Ming Xia Li

And

Cindy Hogan Tenant

Marcus Leung and Ming Xia Li (the 'Landlords') applied for an order to terminate the tenancy and evict Cindy Hogan (the 'Tenant') because the Tenant did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 2, 2026 and March 13, 2026.

The Landlords, the Landlords' Legal Representative, Kok Chew Chang, and the Tenant attended the hearing.

Preliminary Issues:

1. On consent of the parties, the application has been amended to remove Chelsea Danielle Melissa Caines and Ashley Nicole Tiffany Caines as named tenants.
2. At the March 13, 2026, the Tenant requested an adjournment as her sister-in-law passed away.
3. A review of the LTB's records indicates that on March 9, 2026, the Tenant requested that the March 13, 2026, hearing be rescheduled as she received the Notice of Hearing on March 6, 2026 and she did not have enough time to prepare. She also indicated that she had just started a new job and was unable to get time off. The March 9, 2026, request was not addressed by the LTB as it was submitted less than five business days before the hearing.
4. The Tenant's request to adjourn was denied. While I accept the Tenant was grieving, the Tenant did not explain how her ability to participate meaningfully in the hearing was impaired, particularly given that her presentation of evidence had already been completed. The rent arrears are substantial, and I believe an adjournment would be prejudicial to the Landlords.

Determinations:

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. As of the hearing date, the Tenant was still in possession of the rental unit.

Lawful rent

3. The parties disagree as to the lawful rent. The Landlords maintain that the lawful rent is \$2,489.50 and the Tenant submits the lawful rent is \$2,428.80
4. On December 7, 2023, the Landlords gave the Tenant a Notice of Rent Increase (N1 notice) indicating the lawful rent would increase to \$2,489.50 effective April 3, 2024. The N1 notice was served to the Tenant via email in accordance with the lease agreement.
5. The Tenant testified that in 2022, she verbally advised the Landlords' Agent that she did not use email and requested that notices not be sent by email. She stated that she did not receive the N1 notice on December 7, 2023, but acknowledged that she came across it. The Tenant did not indicate what date she came across the N1 notice.
6. The Tenant argued that the N1 notice was not valid as it was not properly served. Given this, she has refused to pay the increased amount.
7. The Landlords dispute the Tenant revoked her acceptance of service of notices by email.
8. Email service is an allowed method of service if a tenant has agreed in writing to accept documents by email, e.g. in the standard lease. A copy of the standard lease agreement between the parties has been admitted into evidence and confirms the Tenant agreed to email service.
9. There is no evidence before me establishing the Tenant revoked her agreement to service by email. I am satisfied the N1 notice was properly served to the Tenant on December 7, 2023.
10. The lawful rent is \$2,489.50. It is due on the 3rd day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$81.85. This amount is calculated as follows: $\$2,489.50 \times 12$, divided by 365 days.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to April 2, 2026, are \$22,244.60.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 issues

15. It is undisputed that Tony Hui ('TH') acted as the Landlords' property manager/agent and was the Tenant's main point of contact for issues with the rental unit. In August 2025, TH advised the Tenant that he would be taking medical leave and provided the Tenant with the email address for the Landlords for any concerns with respect to the rental unit and to remit the rent payments. The Tenant argued that her liability to pay rent is suspended under section 12 of the Act because neither TH nor the Landlords provided a mailing address or telephone number.
16. The Landlords testified that TH is on a medical leave and is expected to return as the property manager. They indicated that the Tenant was provided with an email to use during TH's leave as it affords them the ability to provide timely responses.
17. Section 12 of the Act requires a landlord to provide an address for purposes of giving notices and/or other documents. I find the Landlords have provided their address to the Tenant at the start of the tenancy and it has not changed. Accordingly, this portion of the Tenant's claim is dismissed.
18. The Tenant further alleges the Landlords breached their obligations under subsection 20(1) of the Act with respect to the following issues in her application:
 - a. Broken Driveway
 - b. Snow And Lawn Maintenance
 - c. Bathroom Door Does Not Lock
 - d. Bedroom Door Cracked
 - e. Bathroom Ceiling
 - f. Gap In The Back Door
 - g. Electrical Outlet Not Working
 - h. Bedroom Light Flickers

One year limitation period

2. The Divisional Court in *Toronto Community Housing Corp. v. Vlahovich*, [2010] O.J. No. 1463 (*Vlahovich*), confirms that a remedy cannot go back farther than the one-year period prior to the filing of the application. As the Act is silent on the limitation period for issues raised by a tenant under section 82, I find it reasonable to consider the disclosure date (March 20, 2026) as the closest equivalent to a tenant's application filing date. Accordingly, any remedy awarded cannot go back farther than March 20, 2025.

Landlords' legal obligation to repair

3. Subsection 20(1) of the Act states:

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.
4. It is important to note that subsection 20(1) of the Act does not contain an element of fault. Therefore, the reasons for a landlord's breach are not relevant. In *Onyskiw v. CJM Property Management Ltd.* 2016 ONCA 477 (CanLII), however, the Court of Appeal rejected the idea that any service interruption amounts to an automatic breach of the Act. Instead, the Court urged the Board to make a "contextual analysis" in each case,

looking at all the facts before finding that a landlord breached the Act. As part of this analysis, the Court directed the Board to look at the essential nature of a tenant's complaints and what steps, if any, were taken by the landlord.

5. Subsection 30(2) of the Act states: "In determining the remedy under this section, the Board shall consider whether the tenant or former tenant advised the landlord of the alleged breaches before applying to the Board." This section of the Act was intended to reflect the case law in the area that basically states that if a landlord does not know about a particular disrepair problem, then the landlord cannot and should not be held financially liable for failing to address it.
6. Additionally, in accordance with section 16 of the Act, when a landlord becomes liable to pay any amount as a result of a breach of subsection 20(1), the tenant has a duty to take reasonable steps to minimize the loss.
7. In determining whether the Landlords have breached their obligation to repair and maintain, the Board must first consider whether a maintenance or repair issue existed. The Board must then consider when the Landlords were informed of the issue or should reasonably have been aware of the issue and whether the steps taken to address the issue were reasonable in the circumstances.
8. Broken driveway: I am not convinced the Landlords have breached their obligations under subsection 20(1) of the Act with respect to the driveway. First, I do not believe the photographs relied upon by the Tenant establishes the driveway is in a state of disrepair. Second, there is no compelling evidence supporting the Tenant's position that she reported the issue to the Landlords or TH. The Tenant was unable to provide any dates of her alleged complaints. This is significant given the Landlords' position that they are unaware of any issues with the driveway. This portion of the Tenant's claim is dismissed.
9. Snow and lawn maintenance: The Tenant claims that the Landlords are responsible for lawn maintenance and snow removal and have failed to pay her lawn and snow maintenance invoices for 2025-26.
10. The Landlords testified that the lease agreement clearly outlines it is the Tenant's responsibility to maintain the lawn and clear snow as the property is a single-residential home and for exclusive use of the Tenant. They explained that while they paid for previous invoices, this was because they were afraid of being subjected to city fines because of the Tenant's refusal to maintain the lawn and remove snow.
11. The lease agreement dated October 26, 2020, 'Schedule A' states that, "Tenant agrees to weekly lawn cutting and water the lawn at least twice weekly at Tenant's cost. Tenant also agrees to be responsible for snow removal at his cost and to keep sidewalks clear of ice and snow."
12. There is no blanket obligation, imposed on a Landlord in Ontario, to remove snow and ice salt, and grass cut. Whether or not, in any particular circumstance, the obligation would fall on the Landlord would depend on a number of factors. For example, the regulations in section 26(1)(5) of O. Reg. 517/06: Maintenance Standards, which require a landlord to keep exterior common areas free of unsafe accumulations of ice and snow, apply only to a unit located in a geographical location in Ontario to which section 224(1) of the Act applies.

Montgomery v. Van, 2009 ONCA 808 (*Montgomery*), para. 7. I was provided with no submissions, and no applicable municipal regulations, from which to determine whether there are any regulations applicable to this unit in this location.

13. However, *Montgomery* does speak to the proposition that a landlord cannot in a lease agreement delegate its statutory and regulatory maintenance obligations to a tenant. Should the landlord wish to have a tenant to perform maintenance obligations for them, such an arrangement must be in a severable contract. In the case of *Montgomery*, the lease delegated to a tenant the obligation to remove snow. It does not however hold that snow removal is always a maintenance obligation of the landlord. The key issue is whether a landlord has delegated its compulsory maintenance obligations to a tenant.
14. There is a municipal property standards by-law that applies to the unit relative to snow removal, and the circumstances prescribed under the Act do not apply: see Maintenance Standards, O. Reg. 517/06, ss. 2 & 4; *Toronto Municipal Code*, CH 719, Snow and Ice Removal.
15. The Regulatory authority that informed *Montgomery* as abovementioned is a regulation made under the Act: O. Reg. 517/06. In accordance with section 224(1) of the Act, this regulation sets out maintenance standards that apply in parts of the province that lack municipal housing and maintenance standards. Subsection 26(1) of O. Reg. 517/06 was material to the decision in *Montgomery*:
 - (1) Exterior common areas shall be maintained in a condition suitable for their intended use and free of hazards and, for these purposes, the following shall be removed:
 1. Noxious weeds as defined in the regulations to the Weed Control Act.
 2. Dead decayed or damaged trees or parts of such trees that create an unsafe condition.
 3. Rubbish or debris, including abandoned motor vehicles.
 4. Structures that create an unsafe condition.
 5. Unsafe accumulations of ice and snow.
16. This regulation may impose an obligation on the Landlords to maintain exterior common areas, including removing dangerous snow and ice from them, grass cutting and salting. This is material to distinguish the current application from *Montgomery*, as in *Montgomery* the tenant was one of many in a multi-unit complex, whereas the Tenant in this application resides in a house as the sole tenant. The tenancy agreement gives her exclusive possession of the entire property, including the walkways and the backyard and the driveway. Subsection 26(1) of O. Reg 517/06 imposes these obligations on a landlord for "exterior common areas" only. As there are no exterior common areas, only areas of exclusive possession, subsection 26(1) could not be engaged. *Montgomery* simply cannot be taken as an authority that the Landlords cannot delegate lawn or snow removal responsibilities in the lease for a standalone rental unit that is rented in its entirety under a single tenancy agreement.

17. The *Toronto Municipal Code*, ss. 719-4.1 includes the following:

“B. The owner or occupant of a property must clear steps, landings, walks, driveways, parking spaces, ramps and similar areas of a yard of snow and ice within 24 hours of a snowfall in order to provide safe access and egress for persons and vehicles.

...

D. After the removal of snow and ice, if any portion of the steps, landings, walks, driveways, parking spaces, ramps and similar areas of a yard becomes slippery from any cause, the owner or occupant must immediately and as often as necessary apply ashes, sand, salt or some other suitable material so as to completely cover the slippery surface.” [emphasis added].

18. An “Occupant” is defined in section 719-4.1 as “[a]ny person or persons over the age of 18 years in possession of the property”.

19. Because the by-law does not require the owner to clear snow and ice from this exclusive use driveway, but requires the owner or occupant to do so, a provision requiring the Tenant to clear snow and ice from the driveway may be valid because it would not conflict with section 20 of the Act – it would still be consistent with health, safety, housing, and maintenance standards: *Crete v. Ottawa Community Housing Corporation*, 2024 ONCA 459 (CanLII), paras 19-30.

20. Similarly, the Board and the Superior Court have determined that even where section 26(1)(5) of O. Reg. 517/06 does apply, it does not require a landlord to clear ice and snow when – as is the case here - the entire residential complex consists of a single unit, and therefore there is no exterior “common area”. See e.i. *Perreault v C/o Sentinel Management Inc.*, 2021 CanLII 148914 (ON LTB), *Crete et al. v. Ottawa Community Housing Corporation et al.*, 2023 ONSC 5141, para. 51.

21. Were there to be such a maintenance obligation imposed upon the Landlords for an exclusive-use area, the operation of other provisions of the Act would require that the Landlords give 24-hour notices every time any entry for lawn care or snow removal. For the outdoor seasonal maintenance in this case, this would result in an outright absurdity.

22. Furthermore, it is evident in my opinion that the outdoor seasonal maintenance work in the exclusive use areas of the rental unit, which is the Tenant’s responsibility as per the lease agreement but which was delegated by the Tenant to third parties for almost the duration of the tenancy, and asking the Landlords to pay for those invoices without giving him a chance to vet the providers of the services or negotiate a better contract. The Landlords could have done so without putting a clause in the lease agreement. The invoice that the Tenant submitted for the 2025-2026 season is for \$2,500.00 and it includes the four-car driveway, front walkway stairs and front entrance, large wooden backyard deck and stairs, ice removal of entire house and roof. I find that to be objectively unreasonable given scope and lack of authorization. I do not find that the Landlords are in breach of their s.20 responsibilities in this case.

23. Bathroom Door Does Not Lock: I am not convinced the Tenant reported the alleged disrepair issue with the bathroom door before raising this issue under section 82. The

Tenant presented no evidence to support her claim that she reported an issue with the bathroom door's lock to TH. This is significant given the Landlords' claim that the first they learned that there maybe an issue with the bathroom door closing and locking properly was when the Tenant raised same during this proceeding.

24. I do not find it reasonable to order the Landlord to reimburse the Tenant for her out-of-pocket expenses for replacing the lock given the Tenant did not afford the Landlords the opportunity to address the issue.
25. Bedroom Door Cracked: The Tenant claims the bedroom door does not properly shut or lock. According to the Tenant, the Landlords made a temporary fix by putting putty on the other side of the door. The Tenant believes the door and frame should be replaced.
26. Bathroom Ceiling peeling and cracking: The Tenant testified that the bathroom ceiling is peeling and cracking that that she persistently reported the issue to TH. The Tenant submitted two pictures of the ceiling. The Tenant did not describe any issues with the ceiling other than it is aesthetically unpleasant.
27. Gap In the Back Door: The Tenant testified that the back door is drafty, which has resulted in higher heating and cooling bills. The Tenant got weather stripping last year which has helped a little. The Tenant submitted the cost of the weather stripping. The Tenant claims she reported the issue to TH in 2022.
28. Electrical Outlet Not Working: The Tenant testified that in October 2025 the electrical outlets in the kitchen fused and there has only been one working outlet since this occurred. The Tenant emailed the Landlords on the email address provided but indicated there has been no resolution to date.
29. Bedroom Light Flickers: The Tenant testified that since the start of the tenancy, the light in the bedroom flickers. She believes it may be an electrical issue, and the landlord has failed to fix it despite notices. The Landlord has sent unlicensed electricians to the rental unit which is unacceptable. The Tenant has to use lamps in the bedroom and there is no ceiling light which is usable. The Tenant claims to have informed the Landlord in 2022 about the bedroom light.
30. For issues listed in paras 26 - 30, I find the Tenant's evidence with respect to notice to the Landlords to be generally unreliable. She was unable to provide specifics as to when issues were reported. There was also no compelling evidence admitted supporting her position that the Landlords knew or ought to have known that there were disrepair issues before raising same in this proceeding. As such, I am not satisfied the Landlords were given a reasonable opportunity to remedy these issues. Abatements and/or reimbursement of out-of-pocket expenses would therefore be unreasonable. The Landlords, however, shall be ordered to inspect the rental unit and address any maintenance issues in a timely and reasonable manner.
31. Toilet roll fixture broken: The Tenant testified that the toilet roll fixture broke in October 2025 and she had no means to reaching out to the Landlord, so she fixed it herself. She is not claiming any remedy for the same.

Rent deposit

32. The Landlords collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
33. Interest on the rent deposit, in the amount of \$227.99 is owing to the Tenant for the period from October 26, 2020 to March 13, 2026.

Section 83 considerations

34. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlords attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
35. The Tenant testified that she fell behind on rent due to her injury on the driveway and she was unable to work. The Tenant would like to continue with the tenancy and requests a payment plan. The Tenant would be returning to work and would be able to pay \$500.00 for the first six months and then increase the amount to \$1,000.00 a month plus rent.
36. I am not satisfied that the tenancy is viable. The Tenant has not paid full rent in years, and the rent arrears are substantial. The Tenant was previously granted an 18-month payment plan but fell back into arrears soon after. This, to me, indicates the Tenant is either unable or unwilling to abide by conditions to pay. I also believe the duration of the Tenant's proposal would be overly unfair to the Landlords. The arrears are substantial, and I believe any relief from eviction would be prejudicial to the Landlords.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$24,734.10 if the payment is made on or before May 2, 2026. See Schedule 1 for the calculation of the amount owing. (less any payments that may have been made since the hearing)

OR

 - \$27,409.60 if the payment is made on or before May 12, 2026. See Schedule 1 for the calculation of the amount owing. (less any payments that may have been made since the hearing)
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 12, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 12, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$18,213.46**. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$81.85 per day for the use of the unit starting March 14, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 13, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 12, 2026, then starting May 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 13, 2026.

May 01, 2026
Date Issued

Sheena Brar
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 13, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 2, 2026

Rent Owing To May 2, 2026	\$24,734.10
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,920.10

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 12, 2026

Rent Owing To June 2, 2026	\$27,223.60
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$27,409.60

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$20,655.45
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	- \$227.99
Total amount owing to the Landlord	\$18,213.46
Plus daily compensation owing for each day of occupation starting March 14, 2026	\$81.85 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	