



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

**File Number:** LTB-L-005636-26

**In the matter of:** 24 SKELTON CRESCENT  
AJAX ON L1Z 0S2

**Between:** Sreeshkanth Balakrishnan Landlord

**and**

Nadine Robertson Tenant

Sreeshkanth Balakrishnan (the 'Landlord') applied for an order to terminate the tenancy and evict Nadine Robertson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 26, 2026. The Landlord and the Tenant attended the hearing.

### **Determinations:**

#### *Preliminary issues*

1. The L1 application lists Nadine Robertson and Janyia Robertson as Tenants. On consent, the parties asked for the application to be amended to remove Janyia Robertson as a Tenant because she is an occupant. The tenancy agreement lists Janyia Robertson as an occupant and not a Tenant. Therefore, I am satisfied it is appropriate to grant the amendment. Accordingly, throughout this order any reference to the "Tenant" is to Nadine Robertson only.
2. At the hearing, the Tenant stated that she intended to raise issues pursuant to s.82 of the *Residential Tenancies Act, 2006* (the 'Act'), and she provided a brief summary of what the issues were. Although the Tenant did not serve the Landlord a list of her issues and evidence in accordance with Rule 19.4 of the *Board's Rules of Procedure*, the Landlord indicated that he was prepared to proceed with the hearing and respond to the Tenant's issues. Given that the Landlord was prepared to respond to the Tenant's issues and evidence, I am satisfied it was appropriate to permit the Tenant to raise her s.82 issues.

#### *Evidence and Analysis*

3. On December 29, 2025, the Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).

4. The Tenant was in possession of the rental unit on the date the application was filed.
5. It is undisputed that the tenancy terminated on February 14, 2026, when the Tenant vacated the rental unit. Rent arrears are calculated up to that date.
6. According to the tenancy agreement, the rent of \$3,200.00 is due on the 1<sup>st</sup> day of the month. However, the parties do not dispute that when the Tenant experienced financial and health difficulties, the Landlord's agent, Charlie Rendes, and the Tenant entered into a temporary agreement that allowed rent payments to be made on the 15<sup>th</sup> of the month. In or about May 2025, the Tenant and the Landlord's agent adjusted the rent payment date to the 15<sup>th</sup> of the month to accommodate the Tenant's circumstances. The Landlord's agent testified that this arrangement was temporary.
7. Based on the oral testimony of both parties, I find that the rental period at issue in this application runs from November 15, 2025 to February 14, 2026. The evidence establishes that a temporary arrangement was made allowing rent to be paid on the 15<sup>th</sup> day of each month, and the parties do not dispute that the Tenant paid the rent up to November 14, 2025. The arrears are properly calculated as follows:
  - a. November 15, 2025 to December 14, 2025 (\$3,200.00);
  - b. December 15, 2025 to January 14, 2026 (\$3,200.00); and
  - c. January 15, 2026 to February 14, 2026 (\$3,200.00).
8. As the lawful rent increase effective February 1, 2026 occurred during the January 15, 2026 to February 14, 2026 rental period, the increased rent would first apply to the rental period commencing February 15, 2026. Since the Tenant vacated the unit on February 14, 2026, no portion of the increased rent is owing. Rent arrears up to February 14, 2026 are \$9,600.00.
9. It is undisputed that the Landlord collected a rent deposit of \$3,200.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$90.00 is owing to the Tenant for the period from January 1, 2025, to February 14, 2026.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### *Tenant's Issues*

##### *a. Key Deposit*

12. It is undisputed that the Tenant paid a \$250.00 key deposit at the commencement of the tenancy agreement, which was not returned by the Landlord. The Landlord agreed to return the key deposit, and I find that a key deposit must be refundable under the Act. Therefore, I am satisfied that the Tenant is entitled to the return of the key deposit, and this amount is deducted from the amount owed by the Tenant.

*b. Cleaning Costs*

13. The Tenant relied on email correspondence with the Landlord's agent in which the agent directs the Tenant to professionally clean the unit and steam clean the carpets before moving out. The Tenant indicated that she incurred expense of \$630.00 for cleaning services and \$300.00 for carpet cleaning.
14. The Landlord and his agent testified that the Tenant was required to deliver vacant possession of the rental unit in move-in ready condition. The Landlord stated the unit, and the carpet were dirty after the Tenant vacated. He also claimed damage to the property and garbage and items left behind by the Tenant.
15. While I accept the Tenant's testimony that the Landlord's agent sent an email requiring her to professionally clean the unit and the carpet, I find such a request does not create a legal obligation under the Act. The standard required by the Tenant under the Act is set out in s. 33 of the Act which states: "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."
16. In this case, I find that the Tenant could have refused the Landlord's request to professionally clean the unit and the carpets. The fact that she chose to incur the expense does not obligate the Landlord to reimburse her. Therefore, I am not satisfied that the Tenant is entitled to this portion of her claim.

*c. Disposal Costs*

17. The Tenant testified regarding a bed bug issue that occurred in December 2025. She stated that a pest control technician advised her to dispose of most of her furniture, and as a result she incurred \$632.80 to rent a disposal bin and remove the items.
18. The Tenant further testified that the Landlord informed her to remove the items to avoid municipal fines. The Landlord denied requiring the Tenant to incur any costs. He informed the Tenant not to leave items outside due to possible City fines.
19. Pursuant to s.20(1) of the Act, a Landlord is responsible for maintaining the residential complex in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. I find that the bed bug infestation constituted a maintenance issue within the Landlord's obligation under the Act. The evidence before me establishes that the Tenant incurred disposal costs after being informed by the pest control technician to dispose her infested furniture.
20. Here, the issue is whether the Tenant's losses resulted from the Landlord's breach of the Act. In assessing this issue, I have considered the Landlord's response after becoming aware of the infestation, including whether the response was reasonable and sufficient to address the problem, and on a balance of probabilities I find that the Landlord breached s.20(1) of the Act. Therefore, I am satisfied that the Tenant likely incurred some disposal related expense as a result of the infestation and disposal of affected items. However, in the absence of documentary evidence or sufficient particulars regarding the items disposed of, I am not satisfied that the Tenant has established the full amount claimed. In the circumstances, I accept her testimony and find it reasonable to award the Tenant

\$316.40 for disposal related expenses arising from the Landlord's breach of s.20(1) of the Act pursuant to s.30(1)5 of the Act.

*Lawn Care and Snow Removal*

21. Although the tenancy agreement assigns responsibility of lawn care and snow removal to the Tenant, the Tenant stated that under the Act the Landlord is responsible to maintain the lawn and remove the snow. The Tenant testified that the Landlord is in breach of his maintenance obligations because she has maintained the lawn and removed the snow throughout the tenancy.
22. The Landlord testified that these responsibilities were assigned to the Tenant under the tenancy agreement. The Landlord's agent stated that the Tenant did not raise issues regarding her responsibility of lawn care and snow removal throughout the tenancy and that she accepted the responsibility under the lease agreement.
23. The Tenant confirmed during the hearing that she did not raise maintenance issues regarding the lawn care and snow removal during the tenancy.
24. Subsection 20(1) of the Act requires a Landlord to maintain a residential complex, including compliance with applicable maintenance and property standards. The Ontario Court of Appeal has provided guidance regarding the responsibility of clearing snow and ice at a residential complex in *Montgomery v. Van*, 2009 ONCA 808 (CanLII) and affirmed in subsequent decision in *Crete v. Ottawa Community Housing Corporation*, 2024 ONCA 459 (CanLII). If a tenancy agreement assigns snow removal obligations to a Tenant, that provision or responsibility assigned to the Tenant may be void under s.4(1) of the Act where it is inconsistent with the applicable maintenance standards.
25. However, in certain circumstances, the obligations relating to areas used exclusively by a Tenant may be assigned, where the applicable municipal standards do not place that responsibility on the Landlord, or where the obligation is severable from the tenancy and supported by separate consideration.
26. In this case, there was insufficient evidence before me regarding the applicable municipal property standards or whether the snow removal and lawn maintenance obligations related exclusively to areas under the Tenant's control. In the absence of this evidence, I am satisfied on a balance of probabilities that the tenancy agreement assigning responsibility to the Tenant is sufficient on its own. I say this because the Tenant did not refer to the municipal property standards in which the responsibility of the lawn care and snow removal has been imposed on the Landlord. In addition, the Tenant never requested the Landlord to address these issues during the tenancy. Therefore, I find that the Tenant has not established entitlement to compensation for lawn care and snow removal, and this portion of the claim is dismissed.

*Conclusion*

27. Based on the findings above, the Landlord is entitled to rental arrears and filing costs of \$9,786.00, subject to deductions for the Tenant's rent deposit, deposit interest, key deposit, and partial compensation for disposal expense arising from the bed bug

infestation which is a total of \$3,856.40; therefore, the Tenant shall pay to the Landlord \$5,929.60. The Tenant's claims for cleaning costs and lawn care/snow removal are dismissed.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of February 14, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$5,929.60. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

**May 21, 2026**  
**Date Issued**

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Adeela Alvez  
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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

|                                                                         |                   |
|-------------------------------------------------------------------------|-------------------|
| Rent Owing to Move Out Date                                             | \$9,600.00        |
| Application Filing Fee                                                  | \$186.00          |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$3,200.00      |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$90.00         |
| <b>Less</b> the amount of the key deposit                               | -\$250.00         |
| <b>Less</b> the amount of the Tenant's disposal costs                   | -\$316.40         |
| <b>Total amount owing to the Landlord</b>                               | <b>\$5,929.60</b> |