



Order under Section 31 Residential Tenancies Act, 2006

Citation: Gaudet v Feld, 2026 ONLTB 32326

Date: 2026-06-10

File Number: LTB-T-003109-25

In the matter of: 2, 594 DANFORTH RD
SCARBOROUGH ON M1K1E6

Between: Jesse Gaudet Tenant

And

Shelly Feld Landlords
Harriet Druker

Jesse Gaudet (the 'Tenant') applied for an order determining that Shelly Feld and Harriet Druker (the 'Landlords'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (T2 application);
- harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 application); and
- failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 application).

This combined T2/T6 application was heard by videoconference on December 23, 2025, and on April 20, 2026.

The Landlords Shelly Feld (SF), and Harriet Druker (HD), and the Tenant attended both hearing dates.

At the second hearing, Jamie Isen (JI) and Adrian Ilie (AL), attended the hearing and testified on behalf of the Landlords.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenant \$398.00.

Preliminary Issues:*Request to Adjourn Denied*

2. At the first hearing, the Tenant requested an adjournment to consult with legal counsel to ensure his application was done correctly including remedies requested. The Landlords did not consent to the adjournment request because the Tenant filed the application on February 17, 2025, and has had ten months to do so. Further, the Landlords were out of the country on a holiday that was scheduled prior to the hearing date. The Landlords had asked the Tenant for an adjournment on consent on or about November 3, 2025, and the Tenant refused. The Landlords participated in the hearing virtually from another country and were ready to proceed and had also arranged their witnesses to attend.
3. Rule 21.8 of the *LTB's Rules of Procedure* provides an adjudicator may adjourn a hearing where such is required to permit an adequate hearing to be held. The decision is discretionary.
4. The Rule provides that the factors to be considered in deciding an adjournment request include the reason for the adjournment, the issues in the application, prejudice that may result in granting or denying the adjournment, the history of the proceeding and any previous adjournments, and the LTB's obligation to adopt the most expeditious manner of adjudicating the matter through a fair proceeding.
5. Furthermore, Rule 21.9 states that adjournments will only be granted in exceptional circumstances.
6. The Board's Interpretation Guideline 1, entitled *Adjourning and Rescheduling Hearings* says in part:

Section 10 of the SPPA states that a party may be represented by a representative at a hearing. However, the right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground. The onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date.

A short adjournment may be allowed where a representative has been retained but is unavailable on the date set for the hearing, or where the party can demonstrate that they have made reasonable efforts to retain a lawyer or paralegal before the hearing but have not yet been able to do so.

7. The Tenant filed the application on February 17, 2025, and has had plenty of time to seek legal counsel and offered no explanation as to why he was unable to do so. The Tenant asked for the adjournment on the date of the hearing when the request could have been made prior to the hearing as the Tenant knew the Landlords were out of the country and could have asked for an adjournment on consent. The Landlords made themselves available and arranged for their witnesses to attend. Parties should assume that the hearing will proceed on the date stated in the Notice of Hearing. This means that the parties should be prepared to present their evidence, call and question witnesses and make their submissions. I am not satisfied that the Tenant had a reasonable explanation

for the adjournment request and I found that the Landlords would be unduly prejudiced by delaying the outcome of the proceedings. For these reasons, the adjournment request is denied.

Amendment of the T2/T6 Application Granted

8. The Tenant sought to amend the T2/T6 applications to increase the monetary amount of the remedies sought. In the T2 application, the Tenant checked off remedy 11 and indicated that they want the LTB to order other remedies, however no specific monetary amount was requested. The amount now sought is \$3,500.00. In the T6 application, the Tenant asks for \$8,120.00 for work the Tenant did in maintaining the residential complex by cleaning, shoveling the snow, and bringing garbage to the curb. The Tenant was seeking to amend the T6 application to increase the amount sought to \$13,296.62, including a rent abatement, compensation for work done in common areas, rent differential and moving expenses.
9. The Landlords opposed the amendment request but offered no reason as to why they opposed the amendment request and how they would be prejudiced by the proposed amendments. The Landlords acknowledge that the Tenant uploaded to the portal the amended amount requested on December 17, 2025, they had an opportunity to review the document, and understood what the Tenant was asking for. When asked if the amended copy was served on the Landlords, the Tenant responded that they did not.
10. Under Rule 15 in the LTB's Rules of Procedure for amending applications, a request to amend an application must be served to the parties 7 days prior to the hearing with a completed certificate of service. The request to amend will be decided at the hearing after considering whether the amendment was requested as soon as it were known, any prejudice a party may experience as a result of the amendment, whether the amendment is significant enough to warrant any delay that may be caused by the amendment, whether the amendment is necessary and was requested in good faith, or any other relevant factors. The decision to grant or deny an amendment is a discretionary decision by the Member.
11. Although I recognize that the Tenant did not serve the Landlords a copy of the amended remedies prior to the hearing in accordance with the Board Rules, I find that the Landlords were aware of the amendment request and understood what the Tenant was requesting. In the original T2 application, the Tenant asked for damages but did not specify an amount. Because of this, the Landlords ought to have known some sort of claim was coming. The difference requested in the T6 amount was \$5,176.62 and the Landlords did not provide any reasons why the difference in the amount sought would be prejudicial to them. The Landlords appeared prepared to address the remedies sought in the amended application. As such, the amendment request was granted.

T6 Application: Rats, Deck, and Roof Allegations Out of Time

12. The Tenant filed their application under section 29(1) of the Act, seeking an order determining that the Landlords breached their maintenance obligations under s. 20.

13. In accordance with subsection 29(2) of the Act, no application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred. The application was filed on February 17, 2025. In the application, there are no dates listed. The Tenant acknowledges that the rat issue, the deck, and leaky roof that are contained in the application were resolved more than a year prior to filing the application and are out of time. Therefore, these issues are statute barred and will not be heard.

T6 and T2 Applications

14. The Tenant alleges in the T6 application that he has been maintaining the common spaces of the residential complex such as snow removal, cleaning of the common hallway, and garbage removal and that this is the Landlord's responsibility. The Tenant also alleges that these areas have not been properly maintained. The Tenant also alleges a heat issue. In the T2 application, the Tenant alleges harassment and substantial interference in emails dated August 20, 2025, November 22, 2025, and January 12, 2025 that the Landlords sent the Tenant, asking the Tenant to clean common areas, to shovel, and to and remove the garbage, as well as threatening the Tenant with civil liability should he fail to continue to shovel the common areas.
15. The residential complex comprises of 5 rental units. The parties agree that the Tenant moved into the rental unit on August 1, 2018, and vacated on August 31, 2025.

Heat

16. The Tenant testified that on October 13, 2024, his rental unit was too cold, and on February 5, 2025, his rental unit was too hot. The heat is controlled by one thermostat for the entire building.
17. The Tenant says on October 13, 2024, the Tenant sent the Landlord HD a text message indicating the rental unit was 17.5 degrees Celsius, it was cold, and to please turn on the heat. HD responded that she had asked another tenant to turn on the heat already but that she would ask again. The following morning, the Tenant asked HD again to turn up the heat. The Landlord responded that she had already attended the rental unit that morning to turn up the heat herself. The Landlord does not dispute these facts although believes this occurred in 2023 and is statute barred.
18. On February 5, 2025, the Tenant sent a text message to HD to advise that the rental unit is too hot and that it currently sits at 26 degrees Celsius. HD responded the same day and said she requested it be turned down. HD followed up with the Tenant on February 6, 2025 to inquire if it is cooler. The Tenant responded the following day and said it is still hot and suggested it was never turned down. HD said she had put in a request to turn the heat down again. The Tenant testified that at various times he has told the Landlords that there was an issue with the rental unit being too hot, but does not have any other specific dates of when he notified the Landlords of this. The Tenant claims that due to the heating issue in February 2025, his plants died. The Landlords' position is that the Tenant never told them again of any heating issue after this.
19. The heating issue is brought under section 20(1) of the Act which says:

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.

20. In the case *Onyskiw v. CMJ Property Management*, 2016 ONCA 477 (*Onyskiw*) (CanLII), the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of subsection 20(1) of the Act and a breach will not be found if the landlord's response to maintenance issue was reasonable in the circumstances.
21. What this means is just because there is a maintenance issue, that does not automatically mean the Landlord is in breach of its maintenance obligations. The breach would occur if the Landlord failed to act reasonably once they were notified of the issue. I am satisfied that the Tenant first reported insufficient heat to the Landlords on October 13, 2024, and not October 13, 2023, as the flow in the series of the text messages as provided by the Tenants establishes that the year was 2024 and not 2023, and the Landlords offered no counter evidence that it was October 2023. Therefore, this claim is not statute barred. Based on the evidence before me, even if the temperature in the rental unit did not comply with the applicable housing and maintenance standards, I find that the Landlords responded in a timely manner by attending the rental unit the following day and addressing the issue. The heating issue was resolved within a reasonable timeframe. Although the Tenant alleges that the heating issue was ongoing, there is no evidence in front of me that it was. As such, the heating claims are dismissed.

Snow Removal, Garbage, and Common Areas

22. The Tenant claims that during his tenancy, he was responsible for snow removal, garbage removal, and cleaning the common hallways, which he believes is the Landlords' responsibility and because of this, the Tenant felt forced to vacate the rental unit. The Tenant is asking for rent abatement, compensation for unpaid labour, rent differential, and moving expenses.
23. The Tenant testified that the Landlords have never cleaned the common hallways, never took care of snow removal, nor did they take the garbage out to the road for collection and bring it back to the curb. The Tenant says since signing his lease in 2018, he has done it. The Tenant testified he spends an hour to an hour and a half each week cleaning, shoveling, and taking out the garbage.
24. The Landlords' position is that a lease was signed on May 28, 2018, and that a condition in the lease assigns the cleaning of common spaces, garbage responsibility, and snow removal, as a shared responsibility amongst all tenants. The Landlords say that there is a schedule in the common area which assigns these duties on a rotating schedule between the 5 tenants, which essentially means that one tenant cleans, does garbage, and is responsible for snow removal once every 5 weeks. The Landlords' position is that because they live in the City of Toronto, the City by laws state that Landlord is able to pass on the responsibility to these areas to the Tenant.
25. The parties agree that on May 28, 2018, the parties signed the lease for the rental unit. Section 12 of the lease agreement titled "Rules for the Tenant" states that:

12. The Tenant(s) agree(s) to abide by the following rules and to pay for any damages, repairs or other consequential losses that may arise as a result of the breach of such rules:

...

(c) The Tenant(s) shall comply with all health and sanitary laws, ordinances, rules and orders that are applicable to the Unit and the Premises.

...

(d) **Garbage-** The Tenant(s) shall be solely responsible for the proper disposal of their garbage (blue garbage bin), recycling material (blue recycling bin) and biodegradable waste (green bin) in appropriate municipal bins provided by the Landlord and the Tenants shall ensure that the municipal bins are placed in an appropriate location prior to scheduled collection days (currently **Thursdays**).

(e) **Common/Shared Areas** - The Tenant(s) acknowledge(s) that the hallways and staircases in the interior of the Building outside the Unit, any room that has been or may in the future be designated as laundry facilities for the use of the tenants that reside in the Building, the exterior of the Building, the front lawn and paved areas on the Premises outside of the Building and the backyard are common/shared areas that must be jointly used and maintained. The Tenant(s) agree(s) to cooperate with other tenants in the Building to ensure that: (i) the **common/shared areas are kept tidy**; (ii) **garbage is disposed of** in appropriate municipal bins prior to scheduled collection (currently **Thursdays**) and the municipal bins are restored to the designated location where they are kept outside the Building between collection days; and (iii) **snow is removed** from the paved portions of the front yard and the sidewalk adjacent to the lawns and the fence around the Building within the time limits set by the City By-laws.

[emphasis bolded as it appeared in the lease agreement]

26. The Landlords provided into evidence a picture of the paved portions of the front yard and the sidewalks, which includes the paved driveway.
27. Under section 20(1) of the Act, the landlord is responsible for clearing the snow and ice in accordance with the standards contained in either an applicable municipal maintenance standard or the standards contained in the Maintenance Standards regulation O. Reg. 517/06 under the Act where there is no municipal maintenance standard.
28. A clause in a tenancy agreement that makes a tenant responsible for snow removal at a residential complex will be void under s. 4(1) of the Act if it is inconsistent with an applicable municipal maintenance standard.
29. The maintenance standards prescribed under the Act apply where there is no municipal property standards by-law that applies to the residential complex, or there is such a by-law but the prescribed circumstances apply: ss. 224(1), *Residential Tenancies Act, 2006*. This rental unit is located in Toronto. 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.
30. The Toronto Municipal Code, ss. 719-4.1 includes the following provides:

"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].

31. An “Occupant” is defined in section 719-4.1 as “any person or persons over the age of 18 years in possession of the property”.
32. This means that “occupant” includes a landlord or a tenant. As such, landlords and tenants in Toronto are free to negotiate leases that assign responsibility for snow clearance in common areas. The lease agreement between the Tenant and the Landlords says that the Tenant shall cooperate with other tenants in the building to share the snow removal obligation.
33. The Tenant alleges that he did snow clearance every week, and the Landlords’ position is that snow clearance was shared with other tenants in accordance with a schedule that was located in the common hallway. A picture of the schedule was provided into evidence by the Tenant which showed a calendar with a rotation schedule for each of the 5 tenants. The schedule does not list any specific task assigned. The Landlords stated that the Tenant was responsible for snow removal, garbage removal, and cleaning the common hallways every 5 weeks. The Tenant’s position is that the schedule in the hallways was only for the garbage and common hallways.
34. Absent some evidence that might tip the scales in favour of the Tenant, where the preponderance of evidence does not rise to the level of a balance of probabilities, that is greater than 50%, then they must fail. Therefore, I am not satisfied that the schedule located in the common hallway was only for garbage and cleaning the hallways. I find that the schedule included snow removal and that the snow removal was a shared responsibility amongst all Tenants. In conclusion, I find that the clause in the tenancy agreement that makes the Tenant responsible for snow removal is not inconsistent with the applicable maintenance standard and, therefore, it is not void. When I read it together with the schedule that was posted in the common hallway, I find that the Tenant’s obligations were sufficiently particularized.
35. Further, as the lease agreement states that the snow removal is shared between the Tenants, there is no evidence in front of me that shows the Tenant complained to the Landlords about doing more than his fair share of snow removal. The Tenant never complained about doing the snow removal until January 12, 2025. Therefore, I find on a

balance of probabilities that the Tenant is responsible for snow removal, and as such the Tenant's claim that the Landlords breached their maintenance obligations in this regard is dismissed.

36. The same principle underlying my determination regarding snow removal, applies to the garbage issue. The Tenant claims that the Landlords are responsible for putting the garbage out to the curb on garbage day and that the Landlords are responsible to bring the bins back to their allocated spot on the residential property after the garbage is collected.
37. The City of Toronto has a bylaw concerning waste collection. *Toronto Municipal Code Chapter 844, Waste Collection, Residential Properties*, that require bins to be taken to the curb. It assigns responsibility to "owner" but defines owner to include "occupant, lessee, tenant". The taking of the garbage to the curb issue is exactly the same as the snow issue. Landlords and Tenants are free to contract in a lease that the Tenant be responsible for doing it.
38. In the lease agreement signed by the parties under clause 12d and e, the Tenant is responsible to share the garbage responsibility with the other tenants. As previously mentioned, there is a schedule where each tenant is responsible for the garbage on a 5 week rotation. There is no evidence in front of me to establish that the Tenant brought the garbage to the road and returned the empty bins back to the residential complex more than the other four tenants did. I am satisfied that the garbage was a shared responsibility amongst all the tenants and that the Tenant's responsibility was sufficiently clear and particularized. Therefore, the garbage claim is dismissed.
39. The same cannot be said about cleaning of the common areas. Although under s. 20 of the Act does not explicitly speak to the cleaning of common areas, the Landlord is responsible to maintain the residential complex in a good state of repair "fit for habitation" which means the place is healthy enough to live in, unlike snow and garbage which falls under health, safety, and maintenance standards. There are no City by laws where the cleaning of the common areas would fall to the occupant.
40. Under the Act the Tenant is responsible for cleaning their own rental unit. Section 33 also says that responsibility is subject to a lease clause that requires the Landlord to clean the rental unit. Under the Act, the Tenant is normally responsible for ordinary cleanliness of the rental unit but the parties can contract together in a lease to make the Landlords responsible or it.
41. The combination of s. 33 and s. 20 and the phrase "fit for habitation" can be relied on for the proposition that the Landlord is responsible for cleaning common areas. Which means that the parties cannot contract out of the Landlord's obligations except by way of a severable employment agreement as described in *Montgomery v Van*, 2009 ONCA 808 (Can LII), which is not what the Landlords' lease clause here qualifies as.
42. As such in this case, the cleaning of common areas falls under the Landlords' responsibilities under the Act.
43. On August 20, 2024, the Tenant sends the Landlord an email indicating that the cleaning of the common areas falls on the Landlord. There is no evidence that the Tenant brought up the issue with the Landlords that the common area cleaning was not their responsibility

prior to this email. Up to that point, the Tenant never addressed any issues to the Landlords about having to clean the common areas. In an email dated November 22, 2024, the Tenant tells the Landlord that he is no longer going to be cleaning the common areas, and should the Landlord ask him to do so, he would be filing a complaint with the LTB on the matter. There is no evidence in front of me to establish that the Landlords asked the Tenant to clean the common areas after the Tenant told the Landlords he was no longer going to do it.

44. The Tenant asks for rent abatement, compensation for unpaid labour, rent differential, out of pocket moving expenses as the Tenant feels he had to vacate the rental unit due to the Landlords' actions of having him do snow removal, taking out the garbage, and cleaning the common areas.
45. In my view, the Landlords took advantage of the Tenant with regards to having the Tenant clean the common areas. The Tenant chose to clean the common areas until he decided he was not going to do so anymore on November 22, 2025. Once the Tenant told the Landlords he was no longer going to clean the common areas, the Landlords made no further requests of the Tenant do so. Therefore, no compensation for cleaning the common areas will be awarded. However, rent abatement will be awarded in the amount of \$350.00 because the Landlords ought to have known that asking the Tenant to clean the common areas of the rental unit would constitute a breach under the Act. As such, the Landlords will be ordered to pay the Tenant \$350.00.
46. The Tenant says that he felt forced to move out because of the Landlords' actions in having the Tenant clean the common areas and be responsible for snow and garbage removal. As I have determined that the garbage and snow removal is the responsibility of all the tenants in the residential complex, this leaves the cleaning of the common areas. Because the Landlords are only in breach of asking the Tenant to clean the common areas, I do not find that the Tenant vacated because of this. The Tenant stopped cleaning the common areas on November 22, 2024 and the Landlord never asked the Tenant to clean the common hallways after that. The Tenant vacated the rental unit 8 months after that, on August 31, 2025. There is no evidence before me that suggests that it was impossible for the Tenant to remain in the rental unit because of the Landlords' breach. Therefore, no moving expenses or rent differential will be awarded.

Lack of Maintenance due to Snow and Ice, Garbage Accumulation, and Common Areas

47. The Tenant indicates that the snow removal was not properly maintained by the Landlords. Although the Tenant lists several dates in which the Tenant felt this was not done, the evidence in front of me is that the Tenant only advised the Landlord on one occasion. The Tenant sent the Landlord a text on January 11, 2025, notifying the Landlord that the walkway needed to be salted and shoveled. HD sent an email to the Tenant dated January 12, 2025, indicating that prior to his text message, other tenants had shoveled and sent pictures showing the common areas had been shoveled and was surprised by his text message. The Landlords' position is that on that date, the common areas were salted and shoveled.
48. The Tenant did not provide any pictures or other evidence to demonstrate that on January 11, 2025, the area was not shoveled nor salted.

49. As discussed in paragraph 20, just because there are disrepair or maintenance issues, this does not automatically mean that the Landlord is in breach of the Act. The breach occurs once the Landlord is notified of an issue, as to what steps the Landlord took to mitigate.
50. In this case, there is not enough evidence to establish that the Landlords were in breach of their responsibilities under the Act for failing to shovel or salt on January 11, 2025. In accordance with the lease agreement and my findings in this Order, the Tenant is responsible for clearing the snow, however it was not established as to who exactly was responsible for the snow clearing that particular week. The Landlords position is that on that date in question, it was several of the other tenants who shoveled the snow.
51. Further, a landlord is not generally liable for any disrepair they had no knowledge of and could not reasonably have known about (see: the LTB Interpretation Guideline #5 Breach of Maintenance Obligations; *McQuestion v. Schneider* (1975), 8 O.R. (2d) 249 (C.A.); and s. 16 of the Act.). The Tenant provided other dates where he felt the snow shoveling or salting was not done, but failed to notify the Landlords. For these reasons, the Tenant's allegation that the Landlords failed to maintain the snow shoveling and salting in the common areas are dismissed.
52. The same can be said about the lack of cleanliness in the common hallways and the garbage accumulation. The Tenant alleges that the common area within the residential complex was dirty and not maintained. The Tenant said this was a continual and ongoing issue. The Tenant lists several dates that he felt the common areas of the residential complex were dirty, however the evidence establishes that he only told the Landlord in an email on November 22, 2025, that the common areas were dirty and appeared to not have been done in months. The Landlords' position is that the week the Tenant complained of the uncleanness, it was his week to clean. The Tenant presented into evidence a picture that showed the floors of the common hallway showing some dirt, debris, and loose leaves. Based upon the picture that was shown, I do not believe that the floors showed a state of disrepair, uncleanness, or unfit for habitation. It is expected during that time of the year that the floors may have some dirt and debris, but this does not make the Landlord automatically in contravention of the Act. The Landlords also indicate as of January 2025, they hired one of the Tenants in a separate contract to exclusively take over the cleaning of the common areas and snow shoveling. As there is no evidence that the common areas are in a state that is in contravention of the Act, the claim of the common hallways not being maintained is dismissed.
53. The Tenant also complains that the garbage overflows. On January 8, 2025, and on January 16, 2025, the Tenant contacted HD to advise that the garbage bins were overflowing. HD sends the Tenant an email on January 16, 2025, indicating that the garbage was supposed to have been placed on the curb that morning and that they would be inquiring as to why that was not done. HD says that she will personally attend the rental unit on January 17, 2025, to remove the garbage. HD also indicated that that on January 9, 2025, they have ordered additional garbage bins for the residential complex to alleviate garbage piling up and that they are expecting them any day.
54. I find that the Landlords responded in a timely manner with the concerns of the Tenant with regards to the garbage overflowing from the bins. As such, the garbage claim is dismissed.

T2 Application

55. The Tenant alleges that the Landlords threatened the Tenant and substantially interfered with their reasonable enjoyment of his rental unit by coercing the Tenant to shovel the driveway and threatened him with civil liability in an email dated January 12, 2025. The Tenant also alleges the Landlords threatened the Tenant and substantially interfered with the Tenant's reasonable enjoyment by asking him to clean and remove garbage in an email dated August 20, 2024 and November 22, 2024.
56. In the January 12, 2025 email, the Landlords were reminding the Tenant of his obligations under the lease agreement concerning snow removal. The Landlords placed the Tenant on notice that the Tenant's failure to share the snow removal duties may result in civil liability if there is an injury, harm suffered, or that the Landlords incur any financial loss as a consequence of the Tenant's noncompliance to this obligation as contained in the lease.
57. As snow removal was deemed to be the Tenant's shared responsibility with other tenants, and should the tenant fail to do so, this could result in liability to the Landlords. As such, I do not find the email sent on January 12, 2025 constitutes harassment, threats, or substantial interference and those claims are dismissed.
58. The Tenant says that the Landlords harassed the Tenant through emails sent on August 20, 2024, with regards to a garbage issue. HD sent the Tenant an email on August 20, 2024, indicating that other tenants have been complaining about the Tenant not taking his own garbage out on his designated days, not complying with the house rules of shared responsibilities, as well as clutter on his deck. A picture was sent in that email chain which showed items on the Tenant's deck.
59. There is no definition of harassment under the Act but it is generally accepted to be a course of conduct that the landlord knows or ought to know would be most unwelcome to the tenant. In reviewing the email, I am not satisfied that the Landlords harassed the Tenant in relation to the garbage issue. As previously ruled, the Tenant is responsible for sharing the garbage duties. Also, HD was addressing a potential accumulation of items on the Tenant's deck and requested the Tenant address the issue. This does not constitute harassment or substantial interference. It is a reasonable request.
60. Although in this email HD does not talk specifically about the cleaning of the common areas she refers to "not complying with the house rules of the shared responsibility", and the Tenant took this to be a reference to the cleaning of the common areas as in his reply email, he told HD that the cleaning of the common areas was the Landlords' responsibility. On its face, it is unclear what the Landlords were inferring to in their email as such I do not find that the email sent on August 20, 2025 constitutes harassment or substantial interference.
61. The Tenant submits that on November 22, 2024, the Landlord sent the Tenant an email advising that other tenants were complaining that the Tenant was not taking out the garbage nor cleaning the common areas on his assigned days. The Tenant responded that those areas were not his responsibility and that he was ceasing to clean the common areas and to no longer contact him to do so or he will be taking up the issue with the LTB.

62. The garbage issue has been addressed. As already determined, the cleaning of the common areas in this case falls under the Landlords responsibility under section 20 the Act. As already mentioned in paragraph 45 of this order, the Landlords took advantage of the Tenant by asking the Tenant to clean the common areas, however the Tenant chose to do so. Once the Tenant notified the Landlord in the November 22, 2025 email that he was refusing to clean the common areas anymore, the Landlords never asked the Tenant again. I do not find that the email dated November 22, 2025, constitutes harassment or substantial interference. As such, this claim is dismissed.

63. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

64. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$398.00. This amount represents:
 - \$350.00 for rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by June 21, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by June 21, 2026, the Landlords will owe interest. This will be simple interest calculated from June 22, 2026, at 4.00% annually on the balance outstanding.

June 10, 2026
Date Issued

Paula West Oreskovich
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.