



Order under Section 30 and Section 69 / 89 Residential Tenancies Act, 2006

Citation: Hebden v Homestead Land Holdings Ltd., 2026 ONLTB 38799

Date: 2026-06-30

File Number: LTB-T-013071-23

LTB-T-007915-23

LTB-L-013352-23

In the matter of: 0704, 120 EDINBURGH RD S
GUELPH ON N1H5P7

Between: Eric Hebden Tenant

And

Homestead Land Holdings Ltd. Landlord

Eric Hebden (the 'Tenant') applied for an order determining that Homestead Land Holdings Ltd. (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.

The Tenant applied for an order determining that the Landlord:

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

The Tenant applied for an order determining that the Landlord collected or retained money illegally.

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Eric Hebden (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

These applications were heard by videoconference on May 12, 2026.

The Landlord's agent Juan Leng, the Landlord's Legal Representative Crystal Sankey, the Tenant and the Tenant's Legal Representative Barrett Beaudoin attended the hearing.

Determinations:

T1 application [LTB-T-013071-23]

1. At the hearing, the Tenant sought to withdraw the T1 application LTB-T-013071-23, without opposition, and I consented to the request.
2. As context, in the T1 the Tenant alleged that the Landlord had unlawfully charged him \$9,898.78, representing the costs to repair damage to the garage door of the residential complex, the damage of which the Landlord blamed on the Tenant's negligent conduct.
3. A tenant may file a T1 to recover amounts paid to the landlord for an illegal charge. The parties agree that the Tenant never paid any of that amount. The Tenant's Legal Representative correctly submits that there is no cause of action.

T2 application [LTB-T-007915-23]

4. The illegal charge forms part of the basis for the T2 application. In the T2, the Tenant complained that the Landlord attempted to collect the repair costs from him without an LTB order and without legal basis, and that this conduct substantially interfered with his reasonable enjoyment and constituted harassment.
5. The following facts are not disputed.
6. On February 2, 2022, the Tenant's vehicle collided with the garage door leading to residents' underground parking. On February 4, 2022, the Landlord gave the Tenant a letter informing him that "the reported damage may be billable to your account".
7. On May 3, 2022, the Landlord mailed a demand letter, attaching repair invoices, to the Tenant requiring him to pay \$9,898.78 by May 20, 2022. The Landlord then sent the Tenant a reminder on June 3, 2022, alleging he owed that amount in rent arrears.
8. On June 9, 2022, the Landlord gave an N4 notice of termination claiming rent arrears of \$1,431.98 for June 2022. The Tenant provided proof that he had paid the rent.
9. On September 14, 2022, the Landlord gave the Tenant a second N4 notice, asserting that the arrears had accumulated to \$5,727.92. Although the Tenant had paid the rent from June 1, 2022 to September 30, 2022, the Landlord had applied those payments to reduce the repair costs (leaving an outstanding balance of \$4,170.86 as a chargeback).
10. The Landlord gave the Tenant a voidable N5 notice of termination on January 27, 2023, with a termination date of February 16, 2023. By the hearing date, the Landlord had removed the \$9,878.78 chargeback from the Tenant's account ledger, choosing instead to pursue their L2 application based on the N5 notice.

The T6/L2 hearing process

11. Some of the facts and issues in the T6 and L2 applications are in dispute.
12. The parties agreed to proceed with the applications in a consolidated manner given the extensive overlap in facts and issues. The Tenant testified first on the T6 and was cross-

examined. The Landlord's evidence was treated as both its response to the T6 and its L2 evidence, and the Landlord's witness was cross-examined by the Tenant's representative.

T6 application [LTB-T-007915-23]

13. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application.
14. The Tenant claims that on February 2, 2022, the Landlord failed to maintain the pavement leading up to the entrance of the underground parking garage free from ice. He contends that this failure resulted in his vehicle accidentally damaging the garage door.

L2 application [LTB-L-013352-23]

15. The Landlord claims that the Tenant wilfully or negligently caused undue damage of \$9,898.78 to the garage door.
16. At the outset of the hearing, the Landlord asked to amend the application to solely claim financial compensation for negligent damage under subsection 89(1) of the *Residential Tenancies Act, 2006* (the 'Act'). Accordingly, the tenancy shall continue and this order addresses only the financial liability for the damaged garage door.
17. For the following reasons, the Landlord's application is dismissed.

The uncontested facts

18. The Tenant moved into Unit #704 in the high-rise residential complex on January 1, 2016.
19. On February 2, 2022, when he was driving home from work, at approximately 6:40 a.m. the Tenant entered the underground parking garage from the street. But before he could enter the interior of the garage, his vehicle crashed into the closed garage door.
20. The Tenant reported the situation to the Landlord's after-hours line, leaving a message that his vehicle had slid down an icy ramp into the door. He asked how he could get into the garage. He then observed a tenant exiting the garage in their vehicle, approached them and, with their assistance, was able to drive his vehicle into the garage.
21. There was a bucket of salt in the interior of the garage near the door; the Tenant spread salt on the driveway before proceeding to park in his allotted space. He spoke later that morning with the Landlord's agent J.C.N. who confirmed that the Landlord had not salted the entrance ramp the previous night or in the early morning hours.
22. The Tenant's verbal report to the Landlord was transcribed to an incident report completed by the Landlord's employee M.D. (later amended by J.C.N. to identify the Tenant). It states that, "Due to ice the tenant slid into the overhead door, as a result the door will not open".
23. The Landlord's Community Manager J.L. testified that he was he was informed about "the accident" when he arrived at work at 8:00 a.m. The incident was captured on the Landlord's surveillance camera mounted in the interior of the garage.
24. J.L. viewed the surveillance camera footage and arranged to have IDS Doors Cambridge remove the door for safety reasons. He attended the scene later to take photographs; although the time was not precise, he thought it was likely around 2:00 p.m. when they applied salt to various outside areas.

25. The Landlord's Legal Representative presented the footage of the collision. It shows the night sky, the Tenant driving onto the ramp and the moment of impact. The force of the impact caused the garage door to partially disconnect from the mechanical track and the overhead guiderails collapsed. The door then hung tenuously from the track.
26. The photos provided by the Landlord show a concrete entry ramp that slopes downward (the gradient was not readily known). Prior to the incident, the garage door was in good working condition.
27. The Landlord keeps maintenance logs. J.L. presented a log which consists of data an employee recorded between February 1 and 3, 2022, as follows:
 - February 1st: "partly cloudy", the outside temperature was -8 degrees Celsius in the morning, 1 degree at noon and 4 degrees in the afternoon;
 - February 2nd: "snow showers", the outside temperature was 2 degrees Celsius in the morning, 1 degree at noon and 0 degrees in the afternoon; and
 - February 2nd: "cloudy", the sidewalks were salted at 2:00 p.m., 4:30 p.m., 6:00 p.m. and 8:00 p.m. and shoveled at 6:00 p.m. and 8:00 p.m.
28. The Landlord salted the sidewalks four times between 2:00 p.m. and 8:00 p.m. on February 2nd because, according to J.L., the temperature was still a bit warm and ice was melting. By 6:00 p.m. it had been snowing enough that walkways needed shoveling.
29. The Landlord uses a third-party contractor to remove snow and ice on the driveway unless there is a small amount, in which case the Landlord will shovel/salt that area. The log shows that winter maintenance was not performed on the "Driveway" (the entrance ramp) on February 1, 2 or 3, 2022. There are no entries logged for the rest of February 2022.
30. The Landlord submitted a weather summary from WeatherSpark.com for the period 5:00 p.m. on February 1, 2022 to 7:00 a.m. on February 2, 2022. It shows that at 1:41 a.m. on February 2, 2022, there was "light rain", and the temperature was 4 degrees Celsius. From 3:33 a.m., there was intermittent light rain until 6:00 a.m., with temperatures falling to 3 degrees Celsius by 6:39 a.m. For unknown reason, the list does not describe the "Weather" (rain, snow etc.) at 6:39 a.m. in contrast to the previous entries.
31. Final repairs to the garage door were completed by Waterloo Garage Doors Inc. on February 7, 2022, at a cost of \$9,605.00.

The facts in dispute

32. The Tenant's evidence is that the roads were somewhat icy and that it was dark and raining when he approached the underground garage entrance.
33. He described his usual practice of slowly driving down the ramp, applying his brakes, pressing the remote to open the garage door, and waiting the 10 to 20 seconds required for the door to open. He also testified that he had winter tires installed on his vehicle in November, approximately three months before the incident.
34. He stated that, on this occasion, when he applied his brakes the vehicle lost traction on a thin layer of ice and slid forward into the large door. He testified that he attempted to reverse several times while the vehicle continued to skid but he was eventually able to back up and drive off the ramp. He believes freezing rain created icy conditions on the

driveway. His position is that the Landlord failed to carry out timely winter maintenance and that this caused the collision, which he says was accidental.

35. The Landlord disputes this, arguing that the Tenant has not proven that icy conditions were present. They submit that, even if there was ice present and the Tenant had winter tires, there is insufficient evidence regarding the condition of the tires. The Landlord maintains that, with proper driving and braking, the Tenant should have been able to exercise enough control to avoid ramming the door, and that the collision resulted either from excessive speed or a failure to brake appropriately, amounting to negligence.

36. The Landlord further contends that the garage entrance was properly maintained in accordance with the weather conditions on February 2, 2022. Relying on its maintenance log, the Landlord asserts that the driveway was relatively dry and free of ice.

Analysis

T6 application

37. Section 20 of the Act requires the Landlord to properly maintain common areas, including driveways and ramps. This requires proactive, diligent maintenance to reduce and minimize snow and ice buildup, particularly on inclines where the risk of vehicle slippage is highly foreseeable.¹

38. The Tenant gave credible evidence that the ramp was covered in nearly invisible 'glare' ice when he arrived at the complex in the early morning of February 2, 2022, as this became apparent when he applied his brakes. The video supports the vehicle losing traction and that the Tenant was only able to reverse with difficulty after several attempts, consistent with impaired traction and not inconsistent with the presence of ice.

39. The Landlord's weather data is consistent with a freeze-thaw cycle capable of producing such ice. It is commonly understood that a concrete surface – such as the ramp – will absorb and retain cold for an extended time, causing water to freeze on contact even where air temperatures are just above freezing. This provides a plausible explanation for the presence of a thin layer of ice on the ramp at the time. There is also a concern that the data was capable of being edited, as someone has emphasized relevant data in bold type.

40. The surveillance video shows a reflective surface on the outside ramp, highlighted by the vehicle's headlights, consistent with ice. I give minimal weight to the photographs the Landlord took later showing wet conditions as these are not contemporaneous.

41. The Landlord did not dispute that the ramp was not salted or sanded within a reasonable time before the incident. The log referenced shows no such work was done until approximately seven hours afterward. The absence of entries for the rest of February 2022 also raises concerns about whether the log is complete and concurrent. I find it of limited reliability; without verification by the person who completed it, the log cannot be entrusted to establish the condition of the ramp at the time of the incident.

42. The Landlord did not attend the site at the time of the incident or lead evidence from any witness who observed conditions around 6:30 a.m. I give little weight to J.L.'s later

¹ As reinforced by section 8 of the *Occupiers' Liability Act, 1990*.

observation that the ramp appeared relatively dry in photographs, as it cannot displace contemporaneous evidence of ice.

43. The Tenant's position is that freezing rain was foreseeable had the Landlord prudently monitored the winter weather. He reasonably expected the Landlord to properly maintain the ramp to prevent ice-related mishaps.
44. I find that there was insufficient evidence produced to demonstrate that the driveway was free of ice, and the evidence points to the contrary.
45. Consequently, I am satisfied on the balance of probabilities that the Landlord breached subsection 20(1) of the Act by failing to properly maintain the ramp free of ice.

L2 application

46. The Landlord seeks an order requiring the Tenant to pay \$9,878.78 for the cost of the garage door repairs. To succeed, the Landlord must prove on a balance of probabilities that the Tenant wilfully or negligently caused undue damage.
47. Finding a breach of maintenance obligations alone does not establish causation.
48. The issue to be determined is whether the damage was caused by the Tenant's negligence, assessed against the standard of a reasonable winter driver, or by the Landlord's failure to salt/sand the ramp leading up to the garage door.
49. The Landlord argues that the Tenant caused the damage by driving negligently. I am unable to find that the evidence supports this.
50. The Tenant's evidence (i) that he discovered the ice only when he applied his brakes, and (ii) of his subsequent effort to salt the ramp, supports both the presence of ice and the absence of prior treatment.
51. I accept that the Tenant had winter tires on his vehicle, was driving at low speed, and reacted promptly. The Landlord's submission that winter tires should have prevented the incident is not persuasive. While it is well-known that proper winter tires improve traction and reduce the risk of accidents, the Landlord has not introduced any objective evidence to establish that winter tires completely eliminate the risk of sliding on untreated ice.
52. In my view, loss of control due to slippery conditions, particularly on an untreated downward slope, is consistent with basic physics rather than negligence. Tires have nothing to grab onto; gravity takes over, dragging the vehicle down the icy slope towards the immovable structure – here, the garage door.
53. I place significant weight on the Landlord's incident report attributing the collision to ice, which the Landlord did not dispute at the time, and on J.L.'s initial characterization of the incident as "an accident". Their own evidence acknowledges the presence of icy conditions; J.L. testified that salt was applied multiple times later that day beginning at approximately 2:00 p.m., to accelerate ice melting on the ground.
54. There is no evidence that the Landlord conducted a timely or thorough investigation into ice conditions or that they otherwise conducted a thorough investigation into the cause of the damage. They did not attend the scene, interview the Tenant or other witnesses, or verify conditions before alleging negligence. Instead, they relied on after-the-fact weather data and an unverified maintenance log. This further weakens the Landlord's position.

55. Based on all the evidence, I find that the collision resulted from the condition of the ramp, not negligence by the Tenant, and was therefore an accident. I am satisfied that, but for the Landlord's failure to salt or sand the area, the Tenant's vehicle would not have struck the garage door. As a tenant is not liable under the Act for damage arising from a faultless accident, the Landlord's claim must fail.

56. The Landlord's L2 application is dismissed.

T2 portion of the T2/T6 application

57. It is undisputed that the Landlord treated the repair costs as rent, issued demands for payment, and used the threat of eviction to compel compliance. The N5 notice was served nearly one year after the incident and no reasonable explanation for the delay was given. The timing also closely follows the Tenant's filing of his applications and raises a reasonable inference of retaliatory conduct.

58. Landlords are not entitled to engage in "self-help" financial remedies. That is, a landlord cannot unilaterally decide a tenant is liable for damage, add repair costs to a rent ledger, and characterize non-payment of the disputed damage as a lawful reason for eviction. The proper mechanism is to apply to the Board for an assessment of damage liability *prior* to penalizing the tenant.

59. By charging back the repair costs without an LTB order and using the eviction process to pressure the Tenant into paying for an incident caused by the Landlord's own maintenance failure, the Landlord engaged in substantial interference with the Tenant's reasonable enjoyment and coercion, contrary to sections 22 and 23 of the Act.

Remedies

60. The Tenant did not intend to pursue any of the remedies available under the Act, other than a request for a declaration that they are not responsible for the damage and for an order that the Landlord refrain from repeating similar breaches in future.

61. While the Act does not provide for stand-alone declaratory relief, the Board must determine liability when deciding the L2. For the reasons above, I have found the Tenant is not liable for the damage to the garage door.

62. Additionally, the Board routinely declines to order a landlord or a tenant to comply with the Act in future because the duty already exists in law and such orders would be too vague to enforce. The Board is not a supervisory authority. It is a creature of statute; once a final decision is issued, the Board is *functus officio*.

63. The Tenant's Legal Representative asked to amend the applications to seek a nominal rent abatement of \$50.00 and, in the circumstances, such request is not unreasonable.

Administrative fine

64. The LTB's Interpretation Guideline 16 states that a fine is a remedy to be used to encourage compliance with the Act and to deter similar activity in the future. The Guideline permits a Member to order a fine even though it has not been requested in an application.

65. Although a fine was not pursued in this T2 application, I raised the issue with the parties. After hearing submissions, and in the circumstances, I am not inclined to impose a fine

even though the Landlord's conduct, as an experienced corporate landlord, would ordinarily support the imposition of a significant fine.

66. I have considered that the incident appears to be isolated. The Landlord retains a third-party contractor for snow and ice removal, and it may be that it was performed inadequately or not at all in the hours leading up to the incident. While the use of a contractor does not relieve the Landlord of its responsibility to ensure that the ramp is properly treated, it is a mitigating factor.

67. The Board is satisfied that the Landlord understands that damage claims cannot be pursued without proper investigation and without an order of the Board. The Landlord is expected to ensure that proper investigations are conducted into damage claims and that those claims are pursued in accordance with the Act. Similar conduct in future may result in the imposition of a significant fine.

It is ordered that:

T1 application

1. The application LTB-T-013071-23 having been withdrawn, the LTB's file is closed.

L2 application

2. The Landlord's application is dismissed.

T2/T6 application

3. The Landlord shall pay the Tenant is \$98.00. This amount represents:
 - \$50.00 as an abatement of rent.
 - \$48.00 for the cost of filing the application.
4. The Landlord shall pay the Tenant the full amount owing by July 15, 2026.
5. If the Landlord does not pay the Tenant the full amount owing by July 15, 2026, the Landlord will owe interest. This will be simple interest calculated from July 16, 2026 at 4.00% annually on the balance outstanding.
6. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 30, 2026

Date Issued

Elle Venhola

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.