



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-069609-24

In the matter of: 205, 110 BOTELER ST
OTTAWA ON K1N8W8

Between: GATINEAU VIEW APARTMENTS LTD. Landlord

And

KATIE WALSH Former Tenant

GATINEAU VIEW APARTMENTS LTD. (the 'Landlord') applied for an order requiring KATIE WALSH (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on December 18, 2025, at 09: 00 am.

The Landlord Agent Amy Pike and the Tenant attended the hearing.

Agreed facts:

1. The Tenant did not pay the rent for the months of June and July 2024 resulting in arrears of \$2,306.24, NSF fees of \$25.00 and the Landlord filing the application at a cost of \$186.00.
2. The Former Tenant vacated on July 31, 2024.

Determinations:

3. It was the Former Tenant's submission that they did not owe the arrears owing due to the Landlord's alleged failure to address a mould issue within the rental unit pursuant to subsection 20(1) of the Residential Tenancies Act, 2006 (the "Act"), which in turn led to them vacating on July 31, 2024 and should result in an abatement of rent that would offset the amount owing.
4. Accordingly, based on the above agreed facts, and pending my determinations regarding the Tenant's section 82 issues, I am satisfied on the balance of probabilities that the Landlord has proven their case for the compensation sought, totaling \$2,517.24.

Section 82 issues

5. The Former Tenant testified that they first identified the issue, underneath the kitchen sink, and informed the Landlord on October 26, 2023, and despite sending a technician to fix the faucet they never addressed the mould. They also testified to repeatedly informing the Landlord of the issue in the months that followed but received no response.
6. The Former Tenant then testified that they informed the Landlord again by email on May 16, 2024, and despite the mould appearing to have spread, again failed to address it or send in a mould technician to verify that it was mould. The Former Tenant then testified to commissioning their own mould assessment from Mould Busters, which they submitted in evidence. It was their submission that the assessment established mould was present in the unit and that due to it not being addressed they had been adversely affected, unable to enjoy the rental unit and their work suffered as a result due to the issue exasperating their already present asthma issues.
7. In response the Landlord Agent submitted that in October 2023 the Landlord's superintendent attended the property and based on a visual inspection determined there was no mould. They then submitted to receiving no further complaint until receipt of the May 16, 2024, emails. Again, it was their submission that the superintendent attended and again determine based on visual inspection that there was no mould.
8. On my own questioning they confirmed that the Superintendent was not a qualified mould technician.
9. They then submitted that they commissioned their own mould assessment which determined that no mould was present. They entered a report from CM3 Environmental in support.
10. The Tenant refuted the report submitting that the Landlord's own report determined there was mould present.

Analysis.

11. The Section 82 issue raised by the Former Tenant would normally be covered by a T6 application which would require the Former Tenant to establish that the Landlord failed in their maintenance obligations pursuant to subsection 20(1) of the Act which states:

Landlord's responsibility to repair

20 (1) 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.

12. Based on the above testimony, evidence and reasons that follow, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act. Specifically, I do not accept the Landlord's explanation for not conducting a mould assessment when first informed of the issue in October 2023, relying instead on an unqualified agent to make that determination, especially given it was uncontested that in May 2024 the alleged affected area had since expanded.

13. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
14. In the case before me I have two conflicting reports. The Former Tenants Mould Buster report indicated the presence of mould and that it appeared to be adversely affecting the Former Tenant. Conversely and contrary to the Former Tenant's submission, although the Landlord's report indicates mould being present, the conclusion presented after that finding clearly states no mould growth was observed and what mould recovered does not constitute a contamination issue.
15. That said I cannot overlook the fact that the same report states that the assessment was completed on August 19, 2024, more than two weeks after it was agreed that the Tenant had already vacated. Accordingly, even if I was to accept the Landlord's report to be credible, which I do not given the time lapse, again, I cannot find the Landlord's actions to be reasonable or timely. Accordingly on this basis I am satisfied the Former Tenant has proven their case.

Remedy awarded.

16. An abatement of rent is a contractual remedy based on the principle that rent is charged in exchange for a bundle of goods and services and if a tenant is not receiving those goods and services then the rent should be abated in a sum proportional to the difference between what is being charged and what is being received.
17. The abatement sought by the Tenant represents 100.00% of the Landlord's claim of \$2,517.24. The Landlord was made aware of the issue in October 2023 and again in May 2024, but in both cases relied on an unqualified agent to determine if there was mould or not. Furthermore, they did not properly investigate the issue until after the Former Tenant vacated.
18. Based on the above, I am satisfied that the Former Tenant would be entitled to an abatement as far back as October 2023. Furthermore, in accordance with the Board's guidelines that abatement would be more akin to 30.00% representing \$3,459.36. However, given the abatement sought by the Tenant was only that claimed by the Landlord, I can only award that amount.

19. Accordingly, based on the above determinations although I am satisfied that the LAndlrod proved their case, I am also satisfied based on the Former Tenant proving their case that amounts sought by both parties offset each other. Therefore, the Landlords application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 8, 2026
Date Issued

Kelly Delaney
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.