



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-059581-23 & LTB-T-052436-23

In the matter of: A, 221 Espresso Pvt
Gloucester ON K1T0K6

Between: Shari Nicole Frampton Tenant

And

Joshua Nardelli Landlord
Andrew Periotti

Shari Nicole Frampton (the 'Tenant') applied for an order determining that Joshua Nardelli and Andrew Periotti (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.

This application was heard by videoconference on November 18, 2025.

The Landlord and the Tenant attended the hearing. The Tenant's Legal Representative Joel Cross and the Landlord's Legal Representative James Moak also attended.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. At the outset of the hearing the Landlord's Legal Representative indicated that he had received disclosure from the Tenant's Legal Representative approximately a week prior to the hearing, in the form of an email with a link to a dropbox which contained the Tenant's disclosure however, he was unable to open the dropbox and has been unable to review the Tenant's disclosure and prepare.
2. The Landlord's Legal Representative testified that he became aware that the disclosure was also on the Tribunals Ontario Portal approximately 7 or 8 days prior to the hearing.
3. The Landlord's Legal Representative sought paper disclosure from the Tenant's Legal Representative.

4. I am not satisfied that it is appropriate to adjourn the proceeding and instruct the Tenant's Legal Representative to provide paper disclosure, or to exclude the Tenant's evidence. While the Landlord's Legal Representative was unable to open the Dropbox link provided by the Tenant's Legal Representative, I am satisfied that he has been aware of the disclosure in the Tribunals Ontario Portal for at least a week and has had adequate time to review and consider the disclosure. Therefore, I elected to proceed with the hearing.

The T2/T6

5. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$16,578.74
6. The Tenant testified that on March 2, 2023, she came home from work and discovered a bubble in the ceiling which was dripping water. She emailed the Landlord who attended the same day and stayed until approximately 11:00pm to diagnose the issue before putting down towels and leaving.
7. The next day when the Tenant returned home, she discovered that there was more water leaking into the unit from several new places. The Landlord attended again that night and the next morning and discovered that the leak had come from the unit above when contractors screwed through a water pipe.
8. The Tenant relied on photographs of the unit which depict significant leaks coming from several parts of the ceiling, in multiple rooms of the unit.
9. The Landlord installed 4 industrial dehumidifier which operated from March 2 to March 21, 2023. The Tenant testified that they were very noisy and disruptive and there were multiple holes in the ceiling, and she felt very uncomfortable in the rental unit.
10. The Landlord sent the Tenant links to alternate units, but did not offer any compensation to rehouse the Tenant. She testified that she had nowhere else to go, and no one to stay with so she remained in the rental unit.
11. The Tenant testified that the Landlord did not provide her with updates on the status of the repairs to the unit during this time.
12. The Tenant testified that she contacted her Tenants insurance right away to make a claim, and provided her Landlord's information.
13. The Tenant testified that on April 25, 2023, she emailed the Landlord and requested a copy of the mold report the Landlord claimed they had performed so that she could provide it to her insurance company. She testified that this was not provided, and she later became aware that no mold report existed at that time. She testified that she insisted to the Landlord that there was mold in the rental unit, and they continued to deny this was the case,
14. At the hearing the Tenant relied on a mold assessment letter addressed to the Landlord from Troy Leonard at EHS Partnership dated June 9, 2023. The letter concludes that the rental unit contains high levels of aspergillus/Penicillium and Paecilomyces spores and large scale mold abatement is required. The letter also attached a mold report from ESL

Canada indicating that the indoor readings for mold were significantly higher than the outdoor readings.

15. On June 15, 2023 the Landlord subsequently asked the Tenant to vacate the unit for one week starting June 16, 2023 so that repairs to the rental unit could begin. The Landlord told her not to worry about her belongings and assured her she would not have to pay out of pocket for temporary accommodations during this time. The Landlord indicated that the remediation would take up to one week.
16. On June 16, 2023, the Tenant arrived home and found the contents of her bedroom had been removed and placed in another room. She also found that every room had been taped up with plastic and was informed that the contractor had performed air quality tests in each room, and all had failed, with toxic levels of mold in every room.
17. The Tenant testified that she was out within two days and moved into hotel, for which the Landlord did not reimburse her. She testified that she returned to the unit on June 28, 2023 and found that nothing had been done and the contractors hired by the Landlord had walked off the job.
18. The Tenant testified that she began to panic as the Landlord was not getting in contact with her and she could no longer afford to continue living in hotels without reimbursement. Accordingly, she began to search for a new rental unit. The Tenant testified that she used the Landlord as a reference, and was informed by her realtor that she had been denied a new unit because the Landlord had provided her a poor reference. The Tenant relied on an email from her realtor stating that she had been denied a unit due to a poor reference from her Landlord.
19. The Tenant confirmed that in September 2023 her insurance claim was denied because the Landlord had not responded to a request for information and she did not appeal to the ombudsman, or bring a claim against her insurer to recover her losses.
20. The Landlord Joshua Nardelli testified that he was informed of the leak by his uncle Joe on March 2, 2023, around 9:30pm and he attended that night and tried to diagnose the problem and put some blankets and towels down. The next day he arranged for a plumber to attend to find the source of the leak, and they determined that it originated in the unit above, where a screw had pierced a waterline.
21. He testified that he arranged for fans to be installed in the unit and contacted the Landlord's insurance company Gore Mutual who dispatched contractors to remediate the rental unit.
22. He testified that as soon as the leak was discovered the Tenant was offered a payout and the Landlord Andrew began sending her links to alternate places that she could stay. He also testified that the Tenant was reimbursed for towels and other items that were damaged by the initial leak.
23. He testified that the Landlord's acted as the middleman between the Tenant and the contractors during the remediation and testified that he believed that the remediation work was completed in August 2023. He testified that he would request updates from the contractors on behalf of the Tenant and forward her the replies.

24. He testified that he had no knowledge of the Tenant being given a bad reference.
25. During cross examination he confirmed that the Landlord did not arrange for mold testing around the time of the initial leak on March 2, 2023. He testified that he did not follow up with the contractor regarding delays but he uncle did. He testified that in total the Tenant was reimbursed for \$50 or \$60 dollars.

Analysis

26. I am satisfied that the Landlord's conduct has both interfered with the Tenant's reasonable enjoyment and constitutes a failure to meet the Landlord's obligations under subsection 20(1) of the Act.
27. While I accept that the Landlord initially responded reasonably to the leak, by attending, diagnosing the issue, and setting up fans and dehumidifiers in the unit, I am not satisfied that the Landlord followed through with the remediation of the unit appropriately. I am prepared to accept the Tenant's testimony that she was assured there was no mold present in the rental unit until June 16, 2023, when she was informed, she could no longer remain in the unit due to toxic levels, I also accept that as the remediation efforts did not appear to commence in earnest the Tenant was impacted between March and June 2023. I also accept that the Tenant was subsequently forced to vacate the rental unit, without another unit and was hindered in her search for a new unit by a poor reference provided by the Landlord.
28. Therefore, I find 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.
29. I also find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) repair rental unit.
30. 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.
31. In this case while the Landlord responded appropriately initially, by attending to the leak on March 2, 2023 and contacting their insurance, I am not satisfied that they continued to act reasonably. It appears that the Landlord did not initially conduct mold testing, and I am prepared to accept that the levels of mold in the rental unit eventually became toxic, and the Tenant was required to vacate. This appears to be confirmed by the mold report which identifies significant levels of mold in the rental unit, and suggests a significant remediation. I also note that it appears to have taken several months before serious remediation began, and those efforts were quickly interrupted when the contractors abandoned the job, leaving the Tenant unhoused. While I am prepared to accept that the Landlord is dependent upon their insurance, who ultimately arranged the remediation, I am not satisfied that the Landlord has demonstrated that they took appropriate steps to ensure that the work proceed and was completed within a timely manner.

Remedies

32. The Tenant sought \$4,358.41 for reasonable costs to repair or replace damaged property. She testified that this was the quote she received to replace all of her furniture including her couch, ottoman round chair, bed, and a second bedroom worth of furniture which was damaged by the water.
33. I am not satisfied that these belonging were was destroyed or damaged as a result of the Landlord's actions. The leak originated from a unit which is not owned by the Landlord's and the Landlord's initial response to this leak was reasonable.
34. I also note that the Tenant had Tenant's insurance and filed a claim with them which was denied. I do not agree that this claim was denied because the Landlord failed to provide them with information. Instead, based on the information provided by the Tenant it appears that the Tenant's insurance claim was denied because she did not have coverage for water damage.
35. The Tenant also sought compensation of \$10,289.70 for out-of-pocket expenses of including her hotel stays, food purchased during this time, and lost wages. The Tenant testified that she stayed at the Fairfield hotel for one week after she vacated and relied on a hotel bill totaling \$4230.00 for stay between June 17, 2023, and July 1, 2023. The Tenant testified that she spent approximately \$1000.00 on food during this time and relied on approximately 19 such receipts. I accept that the loss of the Tenant's unit required her to purchase takeout when she would otherwise have eaten groceries she had already purchased and led to increased food costs, I am also satisfied that the Tenant was required to stay in a hotel during this period, initially under the belief that she would be reimbursed by the Landlord.
36. The Tenant also sought \$2750.94 for missed work she testified that she is a self-employed massage therapist, and the situation caused her to miss work, as she is self employed, she does not have paid time off, or other such benefits therefore this translated to lost wages. I am not satisfied that the Tenant has demonstrate that she has lost wages of \$2750.94 or that this constitutes an out-of-pocket expense which should be reimbursed.
37. The Tenant also sought \$1080.00 for increased gas for a period of one year on the basis that that he new home is further from her employment than the rental unit. I am not satisfied that the Tenant has demonstrated that she incurred this increased costs, or that it constitutes an out of pocket expense.
38. In total I am satisfied that the Tenant has incurred \$5230 for out-of-pocket expenses.
39. The Tenant also relied on receipts \$237, \$14.31, \$89.24 and \$100.19 for self storage and moving supplies. Therefore, as I am satisfied that it was appropriate for the Tenant to vacate the rental unit as a result of the unfinished remediation and toxic air quality, I find that moving expenses of \$440.74.
40. The Tenant sought a rent abatement of \$8500.00 which represents a 100% abatement from March to July 2023. I am satisfied that an abatement is appropriate, however, the Tenant has not demonstrated that they are entitled to a 100% abatement for these months. The Tenant still had use of the rental unit from March 2, 2023 to June 16, 2023 and while I

accept that her enjoyment was impacted by the incomplete remediation I am not satisfied this warrants a full abatement. Instead, I find that 10% abatement for March, April and May 2023 is appropriate with a 50% abatement for June, and a 100% abatement for July 2023. This amounts to a total abatement of Therefore, I find that a rent abatement of \$3060.00 is appropriate in the circumstances.

41. I am satisfied that the rental unit was inhabitable by June 16, 2023, as the Tenant was directed not to return due to the toxic air quality, I am also satisfied that the Tenant had vacated the unit by July 4, 2023, as a result. Therefore, the tenancy will end on July 4, 2023.
42. The Tenant testified that she moved into a new unit after she realised, she could not return to the rental unit. She testified that this was a comparable unit in a worse neighbourhood with a lawful monthly rent of \$2300.00 per month. I am prepared to accept the Tenant's testimony with respect to her new unit and find that as the rental unit itself was inhabitable and the Tenant had been informed that she could not remain due to toxic levels of mold I find this is reasonable. Therefore, I find that the Tenant moved out of the rental unit because of the Landlord's actions. The Tenant incurred increased rent of \$7,800.00 for a one-year period after the Tenant left the rental unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$16,578.74 This amount represents:
 - \$3060.00 for a rent abatement.
 - \$7,800.00 for increased rent the Tenant has from August 15 2023 to August 14, 2024.
 - \$440.74. for the moving, storage or other like expenses that the Tenant has incurred
 - \$5230 for the estimated reasonable out-of-pocket expenses the Tenant has incurred.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 18, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 18, 2026, the Landlord will owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The tenancy between the Landlord and the Tenant is terminated as of July 4, 2023.

January 7, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

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