



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-014835-22

In the matter of: 1, 272 Winona Dr.
York ON M6C3S7

Between: Meghan Cole Tenant

And

Evan Trestan Landlord
2 PV Properties Inc.

Meghan Cole (the 'Tenant') applied for an order determining that Evan Trestan (the 'Landlord'):

- entered the rental unit illegally.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant (T2 Application).

The Tenant applied for an order determining that 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 (T6 Application).

This application was heard by videoconference on October 10, 2024, June 12, 2025, and November 4, 2025.

The Tenant, and the Tenant's Legal Representative, M. Alvi, attended the hearing on all dates but November 4, 2025. The Landlord and the Landlord's Legal Representative, B. Rizzo, were present on all the dates. The Tenant's witnesses, T. De Acetis (DA), and the Landlord's witness, T. Samson, also attended the hearing on October 10, 2024.

2 PV Properties Inc. is added as a party to the application.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant who moved into the rental unit in March 2015, alleged that she was illegally locked out of the unit in August 2022, after she temporarily vacated the unit from August 2021 to July 2022 because of mold.

T6 Application

Tenant's Evidence

3. The Tenant testified that from the start of the tenancy, the rental unit had a crack and there was sewage backup in the walls. The Landlord repaired the crack but did not address the sewage trapped in the walls.
4. The Tenant noticed she had skin lesions in June 2021. On July 28, 2021, the Tenant hired a mold inspector, DA, who took samples from the rental unit and by July 29, 2021, advised the Tenant to immediately vacate the rental unit because of toxic mold. During this time, the Tenant's daughter was terminally ill, and although difficult, the Tenant followed his instructions.
5. On August 3, 2021, the Tenant sent a text message to the Landlord informing him about the presence of toxic mold in the unit and he responded saying he was unaware that there was mold in the unit. The Tenant did not present the Landlord with the report until December 13, 2021, because DA advised her against it. Two days later, the Landlord served her with a Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use (N13).
6. The Tenant presented the Expanded Fungal Report dated July 30, 2021, as evidence in corroboration of her claim that the rental unit had mold.
7. The Tenant requested rent abatement from December 2021 to August 2022 because the Landlord did not address the mold issue after she presented the report to him.
8. On cross examination, the Tenant confirmed that the Landlord's Agent visited the unit on August 13, 2021, with their own mold inspector, TS, who she showed the areas of concern. TS's report dated August 17, 2021, presented as evidence by the Landlord, showed there was no mold present in the unit.
9. DA testified that the report he provided was scientific, based on the samples he obtained from the unit and sent to the laboratory for analysis. The report identified various kinds of mold in the unit, the worse being spackifacus which prompted him to ask the Tenant to vacate the unit.
10. On December 9, 2021, DA, who is a certified home and mold inspector, sent a letter disproving TS's mold report because DA was satisfied that there was mold in the unit. DA denied advising the Tenant to withhold the report from the Landlord.

Landlord's Evidence

11. The Landlord's mold inspector, TS, testified that he has been a health and safety environmental specialist for 39 years and was at the unit on August 13, 2021, because of the Landlord's concerns about mold. He found no visual evidence of water damage or mold in the unit. He took samples from multiple arears of the unit, and outside, and the results showed there was no harmful growth or mold amplification present on the date of the inspection. TS, who subsequently heard about the Tenant's mold report but did not see it, found the unit to be fit for occupancy and stood by his work.

12. The Landlord testified that they provided a copy of TS's report to the Tenant on August 17, 2021, and were already in the process of serving N13 notices in the residential complex, when they received her mold report in December 2021.

Analysis

13. Section 20 (1) of the *Residential Tenancies Act, 2006* provides that 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.
14. Based on all the evidence, the Tenant failed to demonstrate that the Landlord neglected to maintain the rental unit. Following her complaint to the Landlord on August 3, 2021, the Landlord hired TS to inspect the unit on August 13, 2021. The Tenant spoke with TS and pointed out areas of the unit she was concerned about but did not at this point disclose her own mold report to either TS or to the Landlord.
15. Following TS's findings that there was no mold in the rental unit, the Tenant still did not disclose her report or move back into the unit. Rather, she waited until December 13, 2021, to present the report to the Landlord.
16. There is no question that the reports presented as evidence by both the Landlord and the Tenant are dueling and I have no reason to prefer one over the other. I do find it problematic that the Tenant effectively hid the report of July 30, 2021, from the Landlord even after she was informed about TS's report in August 2021. The Tenant's action was unusual and taints the entire claim about mold.
17. I do not find the Landlord to be in breach of his maintenance obligations under the Act and this application will be dismissed as a result.

T2 Application

18. The Tenant, testified that the Landlord, who usually served notices of entry by email, illegally entered the rental unit on the following dates:
 - a. March 8, 2022 - the Tenant placed a tape on the door which was broken when she visited the unit.
 - b. April 2022 - the Tenant noticed some painting had been done in the unit, and
 - c. June 2022 - the Landlord made design plans of the unit
19. The Tenant further claimed that on June 30, 2022, or July 1, 2022, the Landlord removed her plants from the communal garden she shared with other residents.
20. On August 21, 2022, the Landlord removed the Tenant's furniture and locked her out of the unit. When the Tenant protested this removal, he told her that she abandoned the unit even though she had continued to pay the rent and visited the unit weekly.

21. The Landlord denied entering the rental unit on March 8, 2022, April 2022, on June 30, 2022, and July 1, 2022. On June 6, 2022, he entered the unit after serving a Notice of Entry which he presented as evidence.
22. The Landlord claimed that prior to entry, he left notices of Entry in the mailbox. On August 3, 2022, he entered to inspect a faucet which the Tenant reported was leaking.
23. Section 22 of the Act provides that a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
24. Furthermore, section 27 of the Act provides that a landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry.
25. The Tenant, who testified that she attended the rental unit weekly, did not provide any objective basis for her claims that the Landlord entered the rental unit illegally or that he illegally locked her out. The Tenant also failed to attend the hearing on November 4, 2025, for the conclusion of the hearing.
26. Therefore, I find that the Landlord did not enter the rental unit illegally or harass, obstruct, coerce, threaten, or interfere with the Tenant.

It is ordered that:

1. The Tenant's application is dismissed.

January 7, 2026
Date Issued

Jitewa Edu
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.