



## **Order under Section 30 Residential Tenancies Act, 2006**

**File Number:** LTB-T-062467-24

**In the matter of:** 306, 385 VINE ST  
ST CATHARINES ON L2M6W4

**Between:** Zhanyldyk Dustanova Tenants  
Nurbek Imangazin

**And**

Q Residential (former Skyline Living) Landlord

Zhanyldyk Dustanova, and Nurbek Imangazin (the 'Tenants') applied for an order determining that Q Residential (former Skyline Living) (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.

This application was heard by videoconference on December 10, 2025.

The Landlord's representative, Eric Steiman, the Landlord's agent, Gwen Oldershaw, and the Tenants attended the hearing.

Prior to the hearing, the parties agreed that Nuryam Amangali ("N.A.") and Arai Amangali ("A.A.") were minors and should be removed as named Tenants from the application. Since N.A. and A.A. were both under the age of 18, I agreed to amend the application and remove them as Tenants as they are occupants.

### **Determinations:**

1. As explained below, the Tenants did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) or section 161 of the Act to maintain the rental unit and did not fail to comply with health or maintenance standards for the reasons below. The Tenants testified that on April 16, 2024, they discovered black mold in two bedrooms and that they notified the Landlord immediately via email and asked to have it removed. The Landlord responded on April 16, 2024 and said they had forwarded the photographs of the mold to their contractors. On April 18, 2024, the Tenants followed up with the Landlord in regard to their mold concerns. The Landlord had the rental unit inspected on the same day and said they would need to consult with upper manager before proceeding with the removal as they required estimates. On April 20, 2024, the Tenants followed up once again with the Landlord

regarding the mold. The Landlord said they had not yet received an estimate from contractors and asked the Tenants not to disturb the mold until professionals treated it. On May 11, 2024, the Landlord had contractors attend the rental unit to test the air in the rental unit. The Tenants did not hear back regarding this test.

3. On May 18, 2024, the Tenants followed up again with the Landlord regarding the mold, but did not receive a response. After waiting a whole month, the Tenants reached out to the Landlord again on June 16, 2024 and the Landlord's agents claimed the test results came back regarding the air test and no mold was discovered. The Tenants requested the mold test results be given to them, but the Landlord did not provide them with a copy.
4. On June 21, 2024, the Tenants hired an environmental services group (a consultant) to test the rental unit for mold. The report came back and found an abundant amount of mold on the windows in the bedrooms. The Tenants submitted a copy of this report into evidence to support their claim.
5. The Tenants testified that the consultants informed the Tenants on how to clean the mold – with wet wipes, cloths, baking soda and vinegar. The Tenants used this method and were able to completely remove the mold within 15 minutes.
6. The Landlord called forward Paul Theriault ("P.T.") as a witness. P.T. testified that he is consultant with Risk Inc. and deals with hazardous material with over 19 years of experience in dealing with mold. P.T. said that mold as shown in the evidence presented by the Tenants was surface level mold, specifically located on the caulking around the windows and this would only require surface level treatment.
7. 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.
8. In this case, the issue began on or about April 16, 2024, and the Landlord had taken reasonable steps at addressing the mold. The Landlord immediately had a air quality test performed and the test came back with no mold found in the air. Furthermore, in the Tenants' own testimony, they said that once they wiped the mold with baking soda and vinegar, the mold never returned. I do not find this to be a serious maintenance breach. In the photographs submitted by the Tenants into evidence, the mold is concentrated around windows. P.T. testified that this is common because of moisture around the windows and only requires surface level cleaning, which is exactly how the Tenants treated the alleged mold and testified it never returned.
9. Therefore, the Tenants' application is dismissed.

**It is ordered that:**

1. The Tenants' application is dismissed.

**January 15, 2026**  
**Date Issued**

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Vishal Nanda  
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.