



Order under Section 30 Residential Tenancies Act, 2006

Citation: Grygorenko v Baytree Property Management Inc., 2026 ONLTB 5021

Date: 2026-01-19

File Number: LTB-T-035512-24-RV2

In the matter of: 5 St. Joseph street 1108
Toronto ON M4Y0B6

Between: Anna Grygorenko Tenant

And

Baytree Property Management Inc. Landlord

Anna Grygorenko (the 'Tenant') applied for an order determining that Baytree Property Management Inc. (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 application was resolved by order LTB-T-035512-24, issued on September 10, 2025. That order was overturned on review, and the matter was sent to a new hearing.

The new hearing was held by videoconference on January 12, 2026.

The Tenant, the Tenant's representative Anton Zhurba, and the Landlord's representative Grace Yun attended the hearing. Subin Park testified for the Landlord.

Reasons:

1. For the following reasons, the Tenant has proved on a balance of probabilities that the Landlord did not take adequate steps to repair a leak in the exterior wall of the unit, or to remediate the mould caused by the leak, from July 23, 2023 through May 27, 2024. A rent abatement will be awarded.

Facts

2. The rental unit is a one-bedroom condo unit. The respondent Landlord, Baytree, is the landlord of this unit specifically. The building is managed by a condo corporation, FIVE Condos.

3. In July, 2023, the Tenant noticed dampness in a corner of the bedroom, adjacent to an exterior wall. There was mould growing in the damp area, and an odour of mould in the bedroom. She reported the issue to the Landlord on July 19.
4. On July 23, the Landlord sent a plumber to investigate the source of the dampness. The plumber ruled out a plumbing leak as a possible cause. The Landlord concluded that the dampness was caused by rain entering through a leak in the exterior wall. The Landlord could not investigate the exterior leak itself, because the building's exterior was managed by the condo corporation.
5. On August 1, the Tenant followed up with the Landlord. The Landlord replied that it had asked the condo corporation to investigate. It asked the Tenant to open a service ticket through the condo corporation's website.
6. On August 3 and August 10, the Landlord repeated its request that the Tenant open a service ticket with the condo corporation. The Tenant opened two service tickets, one on August 1 and a second one on August 10.
7. On August 30, the Tenant followed up with the Landlord as no further steps had been taken. The Landlord then followed up with the condo corporation, which informed it that an engineer would investigate on a future date yet to be scheduled.
8. On September 21, an engineer retained by the condo corporation investigated and confirmed the presence of a leak in the building exterior.
9. On September 28, the condo corporation told the Landlord that it was awaiting the engineer's report before taking further action.
10. On September 28, the Landlord wrote to the condo corporation as follows:

Please note the tenant has contacted me and reported that the room with the issue now has an unbearable smell from the continued dampness. There has been mold growth and they are concerned by the toxic conditions. If there is any way to speed up the process, it would be greatly appreciated.

11. On October 18, the Landlord followed up with the condo corporation asking if it had received the engineer's report. The corporation replied that the engineer had submitted a proposal which was awaiting approval by the condo board. In the meantime, it said that "we are sending a contractor to check out what can be done to keep the unit dry and free of odours."
12. A contractor attended the unit on October 20. He removed the baseboard and found a large amount of mould behind it. He sealed the mould but advised the Tenant that the bedroom that she could not safely use it or store belongings in it because of the mould. The Tenant and her family moved their belongings out of the bedroom, and stopped using the bedroom.
13. Apparently, at this point the exterior leak could not be repaired because a further test was required which could only be conducted when the outside temperature was above 5

degrees Celsius. The test was eventually conducted on March 12, 2024. The exterior leak was repaired on May 27, 2024.

14. After May 27, the bedroom was still not useable for a period of time until the mould was remediated. However, the Tenant only seeks a remedy up to May 27, consequently I do not need to consider what happened after the exterior leak was repaired.

Did the Landlord meet its maintenance obligations?

15. The Landlord was responsible for maintaining the unit in a good state of repair and fit for habitation. The Landlord's responsibility was to follow a reasonable program of maintenance.
16. In this case, I am satisfied that the Landlord did not follow a reasonable program of maintenance, for several reasons.
17. First, the Landlord asked the Tenant to report the issue to the condo corporation. Maintenance was the Landlord's responsibility, not the Tenant's. It was the Landlord's obligation to take whatever steps were necessary for the issue to be investigated and repaired, including all necessary communications with the condo corporation.
18. Second, on the evidence before me the Landlord did not report the issue to the condo corporation, or ask the Tenant to do so, until August 1 – seven days after it determined that the issue was likely caused by an exterior leak. It has not explained the delay.
19. Third, the Landlord failed to adequately follow up with the condo corporation. The corporation did nothing from August 1 until September 21. This was an unreasonable delay, which the Landlord did not address with the condo corporation. Similarly, after investigating on September 21, the condo corporation took no further action for another month. The Landlord did not address that delay either, other than to say that "if there is any way to speed up the process, it would be greatly appreciated." As a result of the delay, the weather became too cold, and repairs were delayed by an additional seven months.
20. In the face of the condo corporation's inaction, it was insufficient for the Landlord to simply tell it that a faster process would be appreciated. The Landlord should have taken all necessary steps, as unit owner, to enforce its right to have the condo corporation carry out repairs.
21. Fourth, the Landlord took no steps to remediate the issue inside the unit during the nine months that the exterior leak remained unaddressed. The Landlord did not consult a mould remediation company or any other expert to determine whether the leak could be temporarily sealed from the inside, or the mould otherwise remediated, to prevent the health risk to the Tenant and her family and to allow them to use their bedroom.
22. For all those reasons, the Landlord failed to follow a reasonable program of maintenance, and is liable to the Tenant for the disrepair.
23. I note that, in its original decision, which was overturned on review, the Landlord and Tenant Board (LTB) found that the Landlord was not in breach of its obligations between September 21 and October 20. The LTB found that during that period, nothing could be

done because the condo corporation was waiting for the engineer's report. On the evidence before me, I do not make the same finding. The Landlord did not take adequate steps to enforce its right to timely repairs during that period, but simply accepted the condo corporation's claim that it could do nothing until the engineer had made his report and its board had approved repairs. Further, during that period the Landlord continued to fail to do anything to remediate the impact of the leak inside the unit.

Remedy

24. The Tenant seeks a rent abatement of \$1,200.00 monthly, 51% of her rent of \$2,361.00. I find that amount to be appropriate. From July 23 to October 20, 2023, the Tenant and her family lived with a mouldy and smelly bedroom which, according to the condo corporation's contractor, was posing a health risk. From October 20, 2023 through May 27, 2024, they could not use their bedroom at all.
25. A rent abatement of \$1,200.00 monthly for 309 days will therefore be awarded, \$12,190.68 total. The Tenant will also be awarded her filing fee of \$48.00 for this application.

It is ordered that:

1. The Landlord shall pay the Tenant \$12,238.68, which represents a rent abatement and the filing fee for this application.
2. If the Landlord does not pay the full amount owing by January 30, 2026, it will owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.

January 19, 2026

Date Issued

Dale Whitmore

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.

