



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Kelsey-Loiselle v Dineshkumar, 2026 ONLTB 4629

Date: 2026-01-21

File Number: LTB-T-039235-24-RV

In the matter of: 134 Michael Blvd.
Whitby ON L1N5W2

Between: Sherry Lyn Kelsey-Loiselle Tenant
Lowellen Kelsey

And

Antonio Dineshkumar Landlord

Review Order

The capitalized words “Landlord” and “Tenant” refer to all parties identified as each at the top of the order.

Sherry Lyn Kelsey-Loiselle and Lowellen Kelsey (the 'Tenant') applied for an order determining that Antonio Dineshkumar (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 resolved by order LTB-T-039235-24 issued on August 20, 2025.

On August 28, 2025, the Landlord requested a review of the order and that the order be stayed until the request for review is resolved.

On September 2, 2025, interim order LTB-T-039235-24-RV-IN was issued, staying the order issued on August 28, 2025.

This application was heard by videoconference on September 17, 2025 and November 26, 2025.

The Tenant the Landlord, and the Landlord's Legal Representative Kaveen Preet Parmar, attended the hearing on September 17, 2025. The Tenant's witness Darren Gough and the Landlord's witness Guy Praveem Kumar also attended.

Only the Tenant attended the hearing on November 26, 2025. The matter was adjourned.

This application was heard by videoconference on September 17, 2025 and December 22, 2025.

The Landlord, The Landlord's Legal Representatives Kavenpreet Parmar and Vijay Shah and the Tenant attended the hearing September 17, 2025.

Darren Gough attended as a witness for the Tenant on September 17, 2025. Guy Praveemkumar attended as a witness for the Landlord; he did not testify.

The Landlord, The Landlord's Legal Representative Vujay Shah and the Tenant attended the hearing December 22, 2025.

Determinations:

Review

1. The Landlord's review request was granted in LTB-T-039235-24-RV-IN issued on December 3, 2025.

Merits

1. As explained below, the Tenant proved on a balance of probabilities one of two of the allegations contained in the application. Therefore, the Landlord shall pay the Tenant remedy as set out below.
2. The Tenant filed their application May 6, 2024, as such the limitation period runs from one-year prior to the filing date, May 6, 2023 to October 31, 2023, when they vacated.
3. The monthly rent was \$3,300.00.
4. The Tenant's application is with respect to basement issues.
5. The Tenant Sherry Lyn Kelsey-Loiselle's boyfriend, Darren Gough (DG), testified on January 29, 2023, he was doing some minor aesthetic work in the basement laundry room for the Tenant and noticed water leaking on the floor. He advised the Tenant immediately, who contacted the Landlord that day. The Landlord sent someone within the week; this technician fixed the leak but also noticed a plumbing/sewer vent that was open, as opposed to going up through the roof. The Tenant told the Landlord about this and how it was a concern because of toxic gasses; the Landlord sent someone who capped the vent, but that did not happen until after the Tenant texted him again on March 19, 2023. By mid-February 2023, leaking had started again in the basement; this was a big concern because the Tenant's son, Connor Hutchinson, lived in the basement. The pictures show: water pooling on the floor where a drain had been covered by flooring; mould on the wall by the basement bathroom; the basement toilet backing up; the basement shower drain backing up with sewage; a close-up of the mould on the wall by the bathroom; mould in the basement bathroom behind the shower; mould on the basement bedroom wall that the Tenant's son's bed headboard was placed.
6. DG also testified, that even after being advised mid-February 2023 about the mould/basement issues, except for the having someone cap the open sewage pipe, the Landlord did not send anyone to fix the mould and leaking problems. The Tenant texted the Landlord again on August 30, 2023, reiterating the seriousness of the mould/leaking issues and how they needed resolved because it was causing her son health issues. Just before vacating, the Tenant texted the Landlord once again about the seriousness of the problem and that they had not been able to use the basement for months; the Landlord

said he would find someone soon. The Landlord did not take the issue seriously until after the Tenant vacated; the picture of the front of the house/garage taken after the Tenant vacated shows renovation materials, including insulation, in the garage.

7. The Tenant testified that she, her parents, her 2 children lived in the home, and another individual came over for extended stays. The Landlord was made aware of all the problems immediately; it is the Landlord's responsibility to follow up/address the issues reported. The technician said capping a plumbing vent would cause drainage issues and sewage back-up; an internet search confirmed his analysis. The mould grew very quickly downstairs, but the Landlord did not start to seriously address the issue until after the Tenant had vacated. The mould got so bad that the basement could not be used at all; this was difficult because that was where her son was living. You could not even use the laundry room without wearing a mask. The application should be granted, and the requested remedies awarded.
8. The Landlord testified that he became aware of the water leaks in the basement January 29, 2023; the humidifier was leaking. He called Reliance, who came the next day at approximately 10:00 a.m.; the technician said the humidifier was clogged, causing water to leak out. The technician fixed the problem. When the Tenant complained about no cap on the sewer vent, he called someone right away, but appointments were rescheduled because of the Tenant's schedule; the worker was supposed to come January 31, 2023, this was changed to the next day, then that day was changed to February 3, 2023 which the Tenant also cancelled. The Tenant did not make it easy for repairs to proceed. After the latter appointment was cancelled by the Tenant, the Landlord did not hear back from her, therefore he thought everything was okay. Between February and September 2023, there was no communication from the Tenant about any basement issues. He did his best to respond to all the Tenant's concerns in a timely fashion, but with the Tenant rescheduling and the problems being during COVID, things got put off.
9. The Landlord also testified that the testimony about renovations being done in the basement after the Tenant vacated is not accurate. The materials in the garage were for the garage; foam/insulation was being installed to address the cold bedroom over the garage. As for the damages the Tenant is claiming, he did not find out the Tenant had to throw things out until the Tenant filed the application. On cross examination, the Landlord testified that he had no knowledge of that the basement drain had been covered. He was unable to follow up on this issue because the Tenant kept cancelling appointments; the Tenant should have advised him that things were getting worse. Although he was aware that he is legally allowed to enter with 24-hour notice, it was during COVID, so he wanted entry to be at an agreed time/date. The Tenant's application should be dismissed, he handled the issue as best as he could; he responded reasonably to the situation.

Analysis

10. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit and did not fail to comply with health, safety, housing or maintenance standards in respect of the leaking humidifier.

11. I am satisfied that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit with respect to the leaking under the basement flooring.
12. 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.
13. In this case I find the Landlord acted reasonably in respect of the leaking humidifier; a Reliance technician attended the home the day after the issue was identified and fixed the problem. Therefore, this part of the application is dismissed.
14. As to the leaking underneath the basement flooring, according to the Tenant's application, the Landlord was going to come rip up the flooring the next day, but the Tenant cancelled the appointment because she was not going to be home. The Landlord testified that the Tenant cancelled two other scheduled appointments. After the last appointment was cancelled the Landlord testified that the Tenant never re-contacted him, and he did not reach out to her and enquire whether the basement was still leaking and if so, when an appointment could be scheduled.
15. Although section 27(1) of the *Residential Tenancies Act*, 2006 (the 'Act'), states 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, I accept the Landlord's explanation that because of COVID he wanted to schedule at a date/time the Tenant agreed with; however, I do not find it reasonable that the Landlord made no further attempts to schedule an appointment. In the least, the Landlord could have asked the Tenant if there was still a problem, not just assume the problem went away because the Tenant stopped reaching out. Further, there is no dispute the Tenant told the Landlord about the leaking/water mid-February 2023, and according to the Tenant's texts, the last correspondence with the Landlord was August 30, 2023; at this time the Tenant reiterates the seriousness of the problem and it needing addressed. Therefore, the Tenant did reach out, as such it is not a reasonable position that the Landlord thought the problem no longer existed. Despite being aware of the situation, it was still not addressed when the Tenant vacated the end of October 2023.

Remedies

16. The Tenant is seeking a \$10,000.00 rent abatement and \$900.00 for repair/replacement costs. The rent abatement is based on not being able to use the basement for months; the basement living space included 2 bedrooms and a rec-room. The only room that could be used was the laundry room, but you had to wear a N95 mask. Her son went to the hospital numerous times for gastro-intestinal issues and the entire family had consistent respiratory issues because of the mould. The replacement costs consist of \$500.00 for mould-damaged clothing and wardrobe, and \$400.00 for the mould/water damaged king-size bed frame. The city did a special pick up for the items.

17. In respect of an abatement of rent, although the Tenant testified to her family's reactions to mould, the Tenant did not provide any medical evidence that linked the symptoms to the mould. There was no air quality test or mould test done, or any evidence supporting that the basement was uninhabitable. Although the Landlord did not dispute there being mould, the three pictures of small areas affected by mould are insufficient to establish that the basement was unliveable. However, there is also no dispute that the Landlord never fixed the issue during the tenancy, therefore the Tenant is entitled to some compensation. I find that a rent abatement of \$4,800.68 is appropriate in the circumstances; this represents a 15% abatement per month from when the Landlord was advised of the issue mid February 2023, I take this date to be the 14th, to October 31, 2023, when the Tenant vacated. The amount is calculated as followed: 259 days X \$108.49 per diem rent = \$32,004.55 X 15% = \$4,800.68.
18. As to repair replacement costs, the Tenant did not give any details as to what clothing was damaged or why it needed discarded as opposed to being cleaned, whether professionally or personally; the same applies to the bedframe. Therefore, I find the Tenant did not prove on a balance of probabilities that the items needed disposed of, therefore, the Tenant is not entitled to this remedy.
19. As the Tenant was partially successful in her application, the Tenant is entitled to reimbursement of the application filing fee.

It is ordered that:

1. The Landlord shall pay the Tenant is \$4,853.68. This amount represents:
 - \$4,800.68 for a rent abatement.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 1, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 1, 2026, the Landlord will owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.

January 21, 2026

Date Issued

Diane Wade

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.

