



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-059483-25

In the matter of: 278 GRANDRAVINE DR
NORTH YORK ON M3N 1J3

Between: Sannita Ramsundar Landlords
Amelia Maute

and

Tracy Buchanan Persaud Tenant

Sannita Ramsundar and Amelia Maute (the 'Landlords') applied for an order to terminate the tenancy and evict Tracy Buchanan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 2, 2025. The Landlords and the Tenant attended the hearing.

The application is amended to add the Tenant's last name 'Persaud'.

Determinations:

Rental Arrears

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,000.00 to the Landlord since the application was filed.
6. After the application was filed, the Tenant received a credit of \$2,300.00. During the hearing, the Landlords testified that they have forgiven or waived \$2,300.00 of the outstanding rent arrears. The Tenant did not object.

7. The Tenant agreed that rent owing to December 31, 2025 is \$16,000.00.
8. There is no last month's rent deposit.

Tenant's Section 82 Claims

9. The Tenant raised a number of maintenance issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). As explained below, the Tenant is entitled to an abatement of rent of \$1,276.62. This amount will be deducted from the amount owing to the Landlord.
10. Subsection 20(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides:

“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. 2006, c. 17, s. 20 (1).”
11. In this case, I find that the Landlords breached their maintenance obligations contained in section 20 of the Act with respect to mould and bed bugs which have interfered with the Tenant's reasonable enjoyment of the rental unit.
12. The Tenant testified that she has not paid ongoing rent in accordance with the Board's interim order dated October 17, 2025. She stated that ODSP normally pays the rent but that payments were on hold due to an investigation. The Tenant did not provide any documentary evidence from ODSP confirming that payments were on hold.
13. The Tenant testified that she first informed the Landlords orally about her maintenance issues on or about December 2022. She did not recall the exact date and provided no documentary evidence from that period.
14. The Tenant further testified that around February 1, 2024, she provided the Landlords with a letter dated January 29, 2024, setting out her maintenance issues concerning the mould, windows, doors, ceiling, and duct cleaning. This letter was not submitted as evidence and the Landlords denied receiving it.
15. The Landlords confirmed they were ready to proceed and respond to the Tenant's section 82 claims and evidence. Given the Landlords' response, I exercised my discretion to hear the Tenant's s.82 claims.
16. The Tenant testified that the ceiling was repaired by the Landlords in February 2025 but the other maintenance issues have not been addressed by the Landlords.

I. Mould

17. The Tenant referred me to photographs PDF pages 60-61 dated November 4, 2025 showing mould in the washroom. The Tenant testified she has scrubbed and painted the affected walls.

18. During cross examination the Tenant was asked why she did not have any pictures from December 2022. The Tenant indicated that she lost the photos because her account was hacked.
19. The Landlords testified that they were unaware of any mould issues until November 26, 2025. The Landlords further testified that they have not inspected or addressed the mould issue because the Tenant was "never available."
20. Based on the Tenant's testimony and the photographs dated November 4, 2025, I find that mould was present in the washroom. I further find that the Landlords became aware of the mould issue on November 26, 2025 and did not take reasonable steps to inspect or remediate the issue.
21. While the Landlords attribute their lack of action to the Tenant never being available, a Landlord is entitled to enter a rental unit to do repairs even if a tenant is not present so long as written notice is provided at least 24 hours in advance.
22. In this case, the Landlords did not provide evidence that written 24 hour notice of entry were served or attempts were made to inspect the unit in accordance with section 27 of the Act. I find that the Landlord's failure to inspect or address the mould after becoming aware of it constitutes a breach of section 20 of the Act.
23. Although the Tenant testified that mould existed prior to November 2025, there was no corroborating evidence to establish this. I find that the Landlords became aware of the issue on November 26, 2025; therefore, the rent abatement period begins on that date.
24. Given all of the above, I grant the Tenant's request for 20% rent abatement for mould for the period of November 26, 2025 to December 2, 2025. The rent for this period is \$506.31, and 20% is \$101.26. In addition, the Landlord shall be ordered to complete the necessary work.

II. Windows, doors, and ceiling

25. The Tenant referred me to photographs showing the condition of the windows, doors, and ceiling in support of her claim.
26. The Tenant testified that the ceiling was repaired by the Landlords in February 2025. The Tenant complains that the front of the house is cold because of the air coming in from the windows and the drafts under the door.
27. The Landlords state that there are no issues with the windows and doors. The Landlords testified that they became aware of the Tenant's concerns regarding windows and doors on November 11, 2025.
28. In this case, the Tenant did not provide sufficient evidence to establish that windows or doors were in a state of disrepair or that it substantially interfered with her reasonable enjoyment of the rental unit.
29. The photographs are of limited assistance, as it is difficult to clearly identify the condition complained of. Therefore, this part of the Tenant's claim is dismissed.

III. Duct cleaning

30. The Tenant testified that she has been impacted by the lack of duct cleaning because she is experiencing breathing issues. No documentary or expert evidence were provided to support this claim.
31. The Landlord testified that furnace filters were installed. The Tenant did not challenge the Landlords' evidence during cross examination.
32. I find that the Tenant did not establish that duct cleaning was required or that the Landlords breach their maintenance obligations with respect to this issue. Therefore, this part of the Tenant's claim is dismissed.

IV. Bed bugs

33. While the Tenant did not provide expert evidence, I accept her testimony regarding the presence of bed bugs in the rental unit. The Tenant referred me to photographs showing bed bugs, and the Landlords admitted that they became aware of the bed bugs issue on September 29, 2025, after attending the rental unit and being shown a bottle containing bed bugs.
34. The Tenant testified that the bed bug infestation significantly impacted her use of the rental unit, including loss of sleep, disposal of furniture, inability to invite guests, and negative effects on her children. Based on the Tenant's testimony, the photographic evidence, and the Landlord's admission, I find that a bed bug issue has existed in the rental unit since September 29, 2025.
35. I further find that the Landlord's failure to inspect or address the bed bug issue after becoming aware of it constitutes a breach of section 20 of the Act.
36. Although the Tenant testified that bed bugs existed prior to September 2025, the evidence establishes that the Landlords only became aware of the issue on September 29, 2025. Therefore, the rent abatement period will commence on that date.
37. Given all of the above, I grant the Tenant's request for 25% rent abatement for bed bugs for the period of September 29, 2025 to December 2, 2025. The rent for this period is \$4,701.45, and 25% is \$1,175.36. In addition, the Landlord shall be ordered to complete the necessary work.

V. Harassment

38. The Tenant alleged that the Landlord engaged in harassment by attending at the rental unit unannounced, making verbal statements related to rental arrears, and contacting her ODSP caseworker. The Tenant further testified that the two Landlords failed to communicate with each other and would contact her separately to obtain the same information. The Landlords denied engaging in harassment.
39. While I accept that the Tenant found the Landlord's conduct upsetting, I find that the Tenant did not provide sufficient evidence to establish a course of conduct amounting to

harassment within the meaning of section 23 of the Act. The Tenant did not provide sufficient dates, frequency or corroborating evidence to support her allegations.

40. In other words, the specific allegations are either not proven or are not breaches of the Act. So this part of the Tenant's claim is dismissed.

Relief from eviction

41. Section 83 of the *Residential Tenancies Act, 2006* (the 'Act') requires the Board to consider whether it would be unfair to grant an eviction order, having regard to all circumstances, including the Tenants' personal circumstances, the reasons for the rent arrears, the Tenant's ability to remedy the arrears within a reasonable time, and any prejudice that may be experienced by the Landlord.
42. In this case, the parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
43. The Tenant has two minor children and testified to financial hardship and health issues. she indicated that she is unable to afford the current rent in the market.
44. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act. I find that a short postponement is reasonable to allow the Tenant an opportunity to preserve his tenancy, or if necessary, secure alternative accommodation.

It is ordered that:

1. On or before February 28 2026, the Landlords shall:
 - a) remove all mould from the rental unit washroom and repaint affected areas; and
 - b) retain a licensed pest control technician to treat the rental unit for bed bugs in accordance with any recommendation provided by the technician, including any recommended follow-up treatment.
2. Should the Landlord fail to complete the repair and remediation work required by paragraph 1 of this order by February 28 2026, the Tenant may arrange for the remediation work to be completed and the Tenant may deduct the reasonable cost of the remediation work from the rent starting March 1, 2026, provided that the Tenant does not deduct more than 50% of the lawful monthly rent in any given rental period. The Tenant may continue to make such deductions until the full cost of the work has been recovered.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the Board in trust:**

- a) \$16,923.38 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- b) \$19,123.38 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
5. The Tenant may also make a motion at the Board to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,668.04. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
8. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting December 3, 2025 until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
10. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.

January 20, 2026

Date Issued

Adeela Alvez

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$23,500.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Less the amount the Landlord owes the Tenant for an abatement	- \$1,276.62
Less the amount of the credit that the Tenant is entitled to	- \$2,300.00
Total the Tenant must pay to continue the tenancy	\$16,923.38

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$25,700.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Less the amount the Landlord owes the Tenant for an abatement	- \$1,276.62
Less the amount of the credit that the Tenant is entitled to	- \$2,300.00
Total the Tenant must pay to continue the tenancy	\$19,123.38

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$19,244.66
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Less the amount the Landlord owes the Tenant for an abatement	- \$1,276.62
Less the amount of the credit that the Tenant is entitled to	- \$2,300.00
Total amount owing to the Landlord	\$12,668.04
Plus daily compensation owing for each day of occupation starting December 3, 2025	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	