



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

File Number: LTB-L-090384-25

In the matter of: UNIT C UPPER, 304 LITTLE AVE
BARRIE ON L4N2Z6

Between: Property Management Brokers Inc.

Landlord

And

John Jacob Thompson

Tenant

Property Management Brokers Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict John Jacob Thompson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

The Landlord's Legal Representative, John Cramer, and the Tenant attended the hearing.

Determinations:

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on November 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,000.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to November 30, 2025, are \$9,700.00. The Tenant failed to inform the Landlord of his move until the Landlord found out on December 9, 2025, but is only claiming rent arrears to November 30, 2025. The Tenant did not contest that he vacated the rental unit around November 30, 2025.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$62.47 is owing to the Tenant for the period from September 1, 2024, to November 30, 2025.

Section 82 issues

10. The Tenant raised the following s.82 issues under the *Residential Tenancies Act, 2006* (the 'Act')
 - a. Multiple Floods in the rental unit
 - b. Other Tenants causing substantial interference
11. The Tenant testified that the first and second flood happened while he was occupying the basement unit of the property. Since then, he moved into the upper floor unit which is the subject of this application. Since the issues with the first two floods concern a different rental unit, I am unable to hear the Tenant's section 82 issues. I can only address issues related with this rental unit.
12. Flood and related mould: The Tenant testified that he moved into the property in the basement unit in February 2024. After a flood around December 2024, the Tenant had to temporarily relocate while the Landlord did repairs, and he came back in February 2025. In May 2025, he moved into his current rental unit after another flood. The Tenant believes that the Landlord failed to fix the dampness in the property which caused mould to grow. The Tenant had to breathe the same which caused him respiratory issues. No doctor's note was submitted. The Tenant submitted pictures he took on November 27, 2025, before he vacated, of the air filter in the furnace and bottom of the stairs in the basement. The Tenant asserts that there is black mould visible on the filter and on the back of the stairs.
13. The Tenant testified that he informed the Landlord through his employees, but no adequate action was taken. The Tenant did not provide the dates when such notice was given to the Landlord. The Tenant testified that even though his lease agreement states that all maintenance requests should be made through the property management company's portal, there are no requests made there. He never used the portal but spoke directly to the employees instead.
14. The Landlord's Legal Representative submitted the lease agreement where the Tenant has signed that all maintenance requests shall be made through the portal and that none were made. The Landlord's Legal Representative states that the Tenant has not provided any evidence of their claims and also no evidence of requests made of the Landlord for any remediation work. There is no evidence of black mould by a professional.
15. The other issue the Tenant raised was disruptive basement tenants. The Tenant testified that after he moved into the rental unit, the Landlord rented the basement unit to a couple who was very disruptive. The tenants would fight in the night and had very loud aggressive dogs. The Tenant who works from home was disturbed between work meetings and could not enjoy peaceful sleep. The tenants also constantly smoked inside the house. No evidence of any complaints or of the disruptions was provided.

16. The Landlord's Legal Representative submitted that the Landlord took steps to get the other tenants evicted through a process of the Board and they were evicted in November 2025. The Tenant is aware of the same.
17. The Act makes it clear the Landlord is responsible for all maintenance and repairs to a rental unit:

20 (1) 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.
18. 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.
19. On any application before the Board, the party making an allegation in an application has the onus of proving those allegations on a balance of probabilities. The standard of proof requires the party to show with evidence that, "more likely than not", their assertions are true and that evidence "must be sufficiently clear, convincing and cogent to satisfy the balance of probabilities test."
20. Based on the evidence provided I am not satisfied that the Tenant has proven on a balance of probabilities any of his claims. The Tenant claims there is black mould in the residential complex which caused him respiratory issues but there was no doctor's note submitted. The pictures provided show a very dirty air filter and some dampness in the basement but there is not enough to prove the presence of black mould and its affect on the Tenant occupying the upper unit. The Tenant also failed to show how dampness and mould in the basement area affected his reasonable enjoyment of the property. There was no evidence of the complaints made about the basement tenants' behaviour or dates when these disruptions occurred. I am unable to establish the extent and if any disruptions occurred. The Tenant claimed to have evidence but none was provided to the Board.
21. Section 30(2) of the Act states, "In determining the remedy under this section, the Board shall consider whether the tenant or former tenant advised the landlord of the alleged breaches before applying to the Board."
22. The Tenant failed to establish when and how he informed the Landlord of these issues. No texts, emails or dates were provided for any communication made by the Tenant. Therefore, I am denying the Tenant's claims.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 30, 2025, the date the Tenant moved out of the rental unit.

2. The Tenant shall pay to the Landlord \$7,823.53. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026, at 4.00% annually on the balance outstanding.

January 22, 2026

Date Issued

Sheena Brar

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$9,700.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$62.47
Total amount owing to the Landlord	\$7,823.53