



Order under Subsections 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-028949-22 and LTB-T-053017-22

In the matter of: 1, 171 VARSITY RD
YORK ON M6S4P5

Between: Asad Naveed Tenant

And

Nitya Kumaraswamy Landlords
Arcot Shivakumar

Asad Naveed (the 'Tenant') applied for an order determining that Nitya Kumaraswamy and Arcot Shivakumar (the 'Landlords') failed to meet their maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant also applied for an order determining that the same maintenance-related issues resulted in substantial interference with his reasonable enjoyment of the unit.

This application was heard by videoconference on June 10, 2024, February 10, 2025 and June 2, 2025. The Landlords and the Tenant attended the hearing. I heard evidence from the Tenant and Arcot Shivakumar.

There was a related application filed by the Landlords in which they asserted that the Tenant wilfully or negligently caused mould in the unit—LTB-L-075088-23. In an order issued on June 27, 2024 (the '**27 Jun 24 L10 Order**'), I dismissed that application. **[DOC-3555937]**

Determinations:

1. The unit is a basement apartment in a multi-unit residential complex. The Tenant lived in the unit with his family until they vacated in October of 2022

I. Maintenance-related Issues

2. The Tenant raises three maintenance-related issues:
 - (a) mold in the unit;
 - (b) a bedbug infestation in the unit; and
 - (c) issues with the hardwood floors in the unit.
3. A landlord will be liable for having breached subsection 20(1) of the RTA only where the landlord did not react to a maintenance-related issue in a: (a) timely; (b) appropriate; and (c)

effective manner. [See *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477 (CanLII)]

A. Mold in the Unit

4. There is no dispute that there was mould in the unit.
5. The Landlords filed an application asking for compensation from the Tenant based on there being mould in the unit—LTB-L-075088-23.
6. In an order issued on June 27, 2024 [DOC-3626088] resolving—dismissing—LTB-L-075088-23, I made the following findings:
 - (a) On or about August 14, 2022, the Tenant complained about a leaking toilet. The Landlords hired a plumber to investigate the issues. The plumber found no leak, but that high heat and humidity levels were causing the toilet to ‘sweat’.
 - (b) On or about August 21, 2022, the Tenant complained about mold in the unit. The Landlords responded by advising the Former Tenant to purchase and install a dehumidifier. The Tenant did not install a dehumidifier and, on August 30, 2022, complained to the City of Toronto about mold in the unit.
 - (c) Following a meeting in the unit on September 15, 2022, a Public Health Inspector from the City of Toronto wrote:

Following our meeting today between noon and 1 PM , here is the summary. This email is confirm that an investigation of a mould complaint in the above mentioned address was conducted earlier today. The investigation revealed some mould in the hallway, in the bathroom, in the kitchen and in the bedroom. The bedroom is of a big concern because of possible prologed exposure during sleep hours. The relative humidity and temperature inside the unit was measured and was within acceptable limits.

Public Health requires that the mould gets remediated. If the tenant decides to stay then rememdiation has to done at the absence of residents. How it is done is not public health"s responsibility. Mould cleaning product was used by tenants but mould kept on resurfacing therefore proper remediation needs to take place. If both parties agree to terminate the tenency mutually, Public Health has no involvement in the decsion but the file will be closed if that is the ultimate agreement. This email is being sent at the request of the complplainant but a full report with pictures attached can be aquired through FOI.

Public Health requies the decision to be in writing. A mould remediatin order was not issued because the tenancy is pending at this time. (typographical errors in original)

- (d) After the Tenant vacated the unit on October of 2022, the Landlords paid Mold Solutions Canada \$1,412.20 to address mold in the unit.

7. I dismissed LTB-L-075088-23 not because there was not mold in the unit but because the Landlords put forward no evidence upon which I could reasonably conclude that: (a) the Tenant did anything or failed to do something that it was his responsibility to do that caused the mold in the unit; or (b) the Tenant did not exercise the level of care that a reasonably prudent tenant would exercise in similar circumstances and that resulted in the mold in the unit.
8. There was mold in the unit and it was the responsibility of the Landlords to address the mold in a timely, appropriate and effective manner.
9. I find that the Landlords did not address the mold in the unit in a timely manner.
10. The Landlords became aware that there was mold in the unit in late-August of 2022 but did not react until forced to do so by the City of Toronto and only after the Tenant vacated.
11. As noted by the Vice Chair in *TST-56138-14 (Re)* **[2015 CanLII 3162 (ON LTB)]**, '[a]batement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if you are not getting that, then a tenant should be entitled to abatement equal to the difference in value.'
12. In *Offredi v. 751768 Ontario Ltd.*, the Divisional Court found there is no mathematical way in which an appropriate abatement can be determined. **[1994 CanLII 11006 (ON SCDC) aff'ing, 116 DLR (4th) 757 (Gen Div)]**
13. When ordering a rent abatement, the objective is to grant an abatement that is fair considering all of the circumstances. In determining what abatement to grant, the LTB will assess, among other factors:
 - (a) the length of time the problem existed and the severity of the issue(s) in terms of its effect on the tenant;
 - (b) whether the landlord has already rectified the issue(s), and did so within a reasonable time, and whether the response was appropriate;
 - (c) whether the tenant bears any responsibility for the issue(s); and
 - (d) whether the tenant hindered or interfered with the landlord's efforts to address the issue(s).
14. A rent abatement can be in the form of a lump sum or based on a percentage of the rent payable by the tenant for a past period and LTB can award an abatement against future rent. **[See *Offredi v. 751768 Ontario Ltd.*, 1994 CanLII 11006 (ON SCDC)]**
15. In this case, I have considered the factors above and find that a lump sum abatement of \$900.00 represents sufficient compensation for the mold in the unit.

B. Bedbug Infestation

16. I am not satisfied that the Tenant has established on the balance of probabilities that there was a bedbug infestation in the unit.
17. While the Tenant filed pictures of red welts on his wife, there was no evidence upon which I could reasonably conclude that the bites were by bedbugs.

C. Hardwood Floors

18. I am satisfied that: (a) there was an issue with the hardwood floors of the unit; and (b) the issue was not addressed by the Landlords in a timely manner. However, the issues with the hardwood floors was entirely cosmetic in nature and I find that the Tenant is entitled to a rent abatement of \$100.00 for the hardwood floors

II. Substantial Interference

19. The failure of a landlord to address maintenance-related issues can result in substantial interference with the reasonable enjoyment of a unit. A tenant is not, however, entitled to be compensated twice based on the same issues. Even if I were prepared to find that the failure of the Landlord to address the mold and the hardwood floors resulted in substantial interference, the remedy I am providing based on the breach by the Landlords of s. 20(1) of the RTA fully compensates the Tenant.

It is ordered that:

1. The Landlords shall pay the Tenant \$1,000.00. If the Landlord does not pay the Tenant the full amount on or before February 15, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026
Date Issued

E. Patrick Shea
Vice Chair, 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.