



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-089345-23

In the matter of: BASEMENT, 83 HOLWOOD AVE
YORK ON M6M1P7

Between: Danielle Benitez Tenant

And

Sharuka Thangalingam Landlord
Sulaksan Chandrabalan

Danielle Benitez (the 'Tenant') applied for an order determining that Sharuka Thangalingam and Sulaksan Chandrabalan (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 heard by videoconference on January 19, 2026.

The Tenant Danielle Benitez, the Landlord Sharuka Thangalingam, and the Landlord's Legal Representative Damian Cordaie attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant raised four issues: mould, the fridge leaking, holes in the walls, and the stove creating a gas smell.
3. The Tenant testified that the rental unit had mould, providing a photograph showing the bedroom corner with black debris. According to the Tenant, the Landlord's mould inspector told her that the mould was present throughout the unit, indicating a long build up, and that the Tenant should dispose of her mattress to avoid bringing the mould with her when she moved out.
4. The Landlord testified she lives on the main floor of the house. She stated that there was no mould in the rental unit and provided the mould inspector's report which also indicates there was no mould.

5. The Tenant did not provide her own mould report. It is unclear from the photograph she provided if the black debris in the corner of the bedroom is dirt or mould. Considering also the Landlord's testimony and inspector's written report, I am not satisfied, on a balance of probabilities, that there was mould in the rental unit. This issue is dismissed.
6. The Tenant testified that the fridge was leaking water toward the nearby electrical outlets, causing her to be concerned. The leak started in mid-October 2023, and the Tenant notified the Landlord immediately. The Landlord repaired the issue within several weeks.
7. The Landlord testified that the house and fridge are old. The fridge does not have automatic de-icing, which creates some water buildup which needs to be removed manually. The Landlord manually drained the fridge on November 16, 2023.
8. I find the Landlord's repair to be timely and reasonable in the circumstances. This issue is dismissed.
9. The Tenant testified that there were 3-5 fist-sized holes in the walls. According to the Tenant, the Landlord promised to repair the holes before the Tenant moved in, however this was not completed. One of the holes had wires and was close to the stove, which caused the Tenant to be concerned. The Tenant confirmed that the Landlord closed the hole near the stove in late October 2023.
10. The Landlord testified that she was first notified of the issues on November 9, 2023, by e-mail. On November 10, 2023, the Landlord began scheduling entries to resolve the issues, but the Tenant kept requesting to re-schedule or would not secure her dog, which interfered with the Landlord's contractors. The drywall was repaired on November 29, 2023.
11. No photographs of the holes were presented. Both parties' testimonies were vague on this issue, however I am satisfied that the Landlord took reasonable steps to repair the holes. This issue is dismissed.
12. The Tenant testified that the appliances were old. Each time she used the stove, there was a gas smell, which caused her to be concerned. The Tenant notified the Landlord within the first week of moving in. The Landlord refused to inspect or change it.
13. The Landlord testified that the stove was brand-new when the Tenant moved in, and used electricity, not gas. The Landlord testified that the gas line was properly capped and was not connected to the stove.
14. No photographs were provided to show the stove's age. I accept the Landlord's testimony that the gas was not connected to the stove. Accordingly, I find that there was no gas smell. This issue is dismissed.
15. 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. The Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 28, 2026
Date Issued

Kate Sinipostolova
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.