



Order under Section 30 Residential Tenancies Act, 2006

Citation: Faucher v Aspros, 2026 ONLTB 10129

Date: 2026-01-30

File Number: LTB-T-079485-24

In the matter of: 212, 8800 WILLOUGHBY DR
NIAGARA FALLS ON L2G6X8

Between: Nicole Faucher Tenant

And

8800 Willoughby Inc. Landlord

Nicole Faucher (the 'Tenant') applied for an order determining that 8800 Willoughby Inc. (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 November 13, 2025.

The Tenant, the Landlord's Representative, Daniel Abraham, and the Landlord's witness, Wendy Gibbs, attended the hearing.

Determinations:

Amending Application

1. The Landlord's Representative requested to have the application amended to reflect that the Landlord is actually 8800 Willoughby Inc. The Landlord's Representative clarified that Karen Aspros is the property manager of the Landlord.
2. The Tenant consented to the amendment.
3. I am satisfied that the amendment is proper as it appears the proper Landlord is 8800 Willoughby Inc, and that Karen Aspros is an agent of the Landlord.
4. As such, the application is amended to reflect that the Landlord is 8800 Willoughby Inc.

The Application

5. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.

6. The Tenant's application is centralized around three issues:
 - a) Mold;
 - b) Leak; and
 - c) Ants.
7. Subsection 20(1) of the Act sets out a landlord's maintenance obligations. It provides that, "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."
8. 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.
9. The Board's Interpretation Guideline 5: Breach of Maintenance Obligations, clarifies that a landlord may choose how to repair or address a problem. The Tenant cannot insist that specific actions are undertaken, and the Tenant does not have a right to insist on a standard of perfection regarding repairs. Although the Interpretation Guidelines are not binding upon me, I find this principle to be persuasive and I have applied it to my analysis, as explained below.
10. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Mold

11. The Tenant testified that there was a leak from the over the balcony doors and it was causing the rental unit to smell musky. The Tenant testified she emailed Michael Bartman ("MB") and text Wendy Gibbs ("WG"), the onsite property manager, on July 15, 2024, regarding the water and a substance she identified to be black mold. The Tenant testified she was asked to send pictures, which were sent to MB. The Tenant testified that WG responded right away that it would be looked into, and nothing was done until the next day. The Tenant testified that she was told to treat the substance with vinegar.
12. The Tenant testified that she notified MB on August 6, 2024, that the substance was still there and again August 16, 2024 and September 7, 2024. The Tenant testified that she assumed the black substance was mold but never had it professionally tested. The Tenant provided pictures which showed a brown / black substance on the ceiling.
13. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more

likely than not that their version of events is true. In this case that burden lays with the Tenant.

14. In this case the Tenant I am not satisfied that the Tenant has provided any persuasive evidence to corroborate her claims of mold or micro toxins which are caused by mold and/or fungus aside from some photographs the Tenant had taken. The Tenant did not have mold testing completed and without mold testing I cannot conclude that the substance in the photos is in fact mold. It is possible the substance is mildew or debris being brought in by the water leak.
15. Furthermore, the Tenant provided no evidence that the substance continued to be present after the leak was fixed at the end of September 2024.
16. Based on the circumstances, I am not satisfied that the substance present in the rental unit was mold. As such, I do not find that the Landlord failed to meet their obligations under subsection 20(1) of the Act as it pertains to the Tenant's claim of mold.

Leak

17. The Tenant testified that there was a leak from the ceiling above the door frame of the sliding glass doors that led to the rental unit's balcony. The Tenant testified that when there was heavy rain, water would leak into her unit. The Tenant testified she notified the Landlord multiple times, and that the Landlord did some repairs to the balcony above hers, but she felt like the issue was never fixed. The Tenant testified that she vacated the rental unit in November 2024 due to the issues with the water. The Tenant also testified that she could not recall if there was heavy rain after September 26, 2024.
18. WG testified that she is the property manager for the residential complex and has been for approximately 7 years. WG testified that she received an email on July 15, 2024, regarding water leaking in the rental unit. WG testified she could see where it was wet but not actively leaking and arranged for a contractor to attend the rental unit on July 18, 2024, to address the issue.
19. WG testified that the next time she heard from the Tenant was September 7, 2024, that there was still water coming in. WG testified that the Landlord had to do some outside repairs in order to address the issue and on September 9, 2024, silicone was applied to all around the balcony. WG testified that the Tenant was notified on September 12, 2024, that the Landlord wanted to ensure the outside repairs were complete before moving to inside repairs.
20. WG testified that the Landlord then completed more repairs to the outside balconies by installing eaves to pull water away from the building. WG testified this was completed on September 30, 2024. WG testified that on October 2, 2024, she asked the Tenant if rain came in and the Tenant replied that she was not aware of any. WG testified that after the eaves were installed, the Landlord did not receive any other complaints about water leaking in the Tenant's unit.
21. Here, I am satisfied that there was an issue with a leak, which is a potential breach of the Landlord's obligation under section 20(1) of the Act. However, I find that the Landlord responded to this issue in an appropriate and timely manner. As soon as the Landlord

was notified about the leak, someone was sent to investigate. For example, a contractor was sent on July 18, 2024, three days after the first complaint. On September 9, 2024, two days after the September 7, 2024, complaint, the Landlord applied a silicone seal to the doors. The Landlord promptly replied to each of the Tenant's complaints regarding the leak.

22. I am also satisfied that the Landlord's response was reasonable. The Landlord was free to investigate the potential issue and take appropriate steps from there. Here, the Landlord took escalating steps to address the leak when one solution to address the issue did not work. I am satisfied that it was reasonable and within the Landlord's purview to ensure the outside repairs were completed before turning to possible inside repairs. Furthermore, the outside repairs were completed by September 30, 2024, less than 30 days after the September 7, 2024, complaint. This was not a persistent leak and was only intermittent and present with heavy rain fall, making its diagnosis and repair more difficult for the Landlord. I am satisfied that the Landlord took appropriate and reasonable steps in the circumstances.
23. As such, I do not find that the Landlord breached section 20(1) of the Act as it pertains to the leak.

Ants

24. The Tenant testified that there was a leak in her daughter's room in February 2024 and a hole was cut in the wall. The Tenant testified that the hole was left to see if water was coming in. The Tenant testified that the hole stayed open from February 2024 until July 2024. The Tenant testified that on July 18, 2024, her daughter was woken up to ants coming in through the open hole in the wall. However, the Tenant also testified that she never reported the issue with her daughter's room to the Landlord again and did not ask for the hole to be repaired until July 2024 after the ants came in.
25. WG testified that whenever the Tenant notified the Landlord of an issue a response was provided within a few days. WG testified that generally a contractor was sent within a couple days of a request from the Tenant.
26. The Tenant's claim here was that ants came into the room due to the hole in the wall, however, it does not appear a request to repair the wall was made until after the ants came in. It is the Tenant's own testimony that the wall was repaired after her request and no more ants came in.
27. Based on the evidence before me, it appears that the ants were a one-off situation due to a hole in the wall. However, I am not satisfied that the Tenant notified the Landlord that the hole in the wall was never repaired until after the ants. I cannot say the Landlord acted unreasonably as they promptly sealed the hole after they were notified it was still there and there were no further issues with ants.
28. As such, I am satisfied that the Landlord responded in a reasonable and timely manner and therefore has not breached section 20(1) of the Act as it pertains to the ants.
29. Therefore, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 30, 2026

Date Issued

Nicole Pedron

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.