



## Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-040989-24

**In the matter of:** 1136 STREAMBANK DR  
Mississauga ON L5H1W8

**Between:** Jonathan Taylor Tenant

**And**

Jun Fang Landlord

Jonathan Taylor (the 'Tenant') applied for an order determining that Jun Fang (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 December 4, 2025.

The Landlord Jun Fang, Landlord's Agent Yuking Zhang, Landlord's Legal Representatives Yi Fu Dang and Shannon Issawi, Tenant Jonathan Taylor, and the Tenant's Legal Representative Francisco Gomez attended the hearing.

### Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application:
  - a prolonged raccoon infestation affecting the rental unit; and
  - mold growth in the cold room/storage area of the rental unit.

#### Raccoon Infestation

2. The Tenant testified that beginning in early February 2024 he experienced persistent nocturnal noises consistent with an animal inside the roof, attic, and later the walls of the rental unit. He testified that he first notified the Landlord on February 10, 2024 and continued to provide notice on numerous occasions thereafter, including February 15, February 25, March 2, April 18, May 22, May 29, June 16, and August 16 and 17, 2024.
3. The Tenant's testimony was supported by contemporaneous text messages, videos, and photographs entered into evidence. These materials documented scratching and movement noises inside the unit, visible openings in the roof structure, and ultimately a raccoon physically entering the interior of the rental unit through the ceiling and appearing in the basement utility room. I find this evidence to be reliable and persuasive.

4. The Tenant further testified that the noises interfered with his sleep, disrupted normal use of the bathroom and shower, and caused ongoing stress and discomfort. He testified that the issue persisted for several months and was not resolved until August 18, 2024, when he and his father captured and removed the raccoon themselves after the animal breached the interior of the unit. I accept this evidence.
5. The Landlord testified that roof repairs were completed in February 2024 and that a full roof replacement was carried out on May 1, 2024, based on advice from roofing professionals. The Landlord also testified that pest control companies were consulted and attended in June 2024 and that a one-way door was installed to allow the animal to exit. I accept that the Landlord did take steps to address the issue.
6. However, the documentary evidence confirms that no wildlife control professional attended until mid-June 2024, approximately four months after the Tenant's first report of an animal inside the structure. Further, technician notes entered into evidence indicate that a raccoon was present for an extended period and may have been trapped inside the attic. Despite continued reports from the Tenant after June 2024, the Landlord assumed the issue had resolved and did not take further effective action until after the animal entered the living space.
7. I find that although the Landlord made some efforts, those efforts were not reasonable in the circumstances. Given the nature, persistence, and escalation of the problem, the Landlord's delay in engaging appropriate wildlife professionals and failure to treat the matter as urgent resulted in a prolonged interference with the Tenant's reasonable enjoyment of the rental unit.
8. I therefore find that the Landlord failed to meet the maintenance obligations under the Residential Tenancies Act, 2006 (the "Act") with respect to the raccoon infestation.

#### Mold in the Cold Room

9. The Tenant testified that he first discovered visible mold in the cold room storage area of the basement in late May 2024 and notified the Landlord shortly thereafter by text message and email. The Landlord's own documentary evidence confirms receipt of photographs at that time.
10. The Tenant testified that the Landlord initially attributed responsibility for the mold to him and did not arrange for professional inspection or remediation for several months. The Tenant further testified that the mold was located in a confined storage area accessed through a basement bedroom and that the uncertainty surrounding potential health impacts caused him stress and concern.
11. The Landlord testified that access issues and safety concerns delayed inspection, and that a mold inspection was ultimately completed in January 2025 after receipt of the T6 application. The inspection confirmed mold growth in the cold room and recommended remediation, which was completed in early February 2025. I accept this evidence.

12. While I accept that the mold was limited in scope and did not affect the entire rental unit, I find that the Landlord was on notice of a potential mold issue by late May 2024 and did not take timely steps to investigate or remediate it. The evidence does not establish that the Tenant unreasonably denied access or that the Landlord made sustained efforts to gain entry after the initial request.
13. I therefore find that the Landlord failed to meet the maintenance obligations under the Act with respect to the mold in the cold room.

#### Weighing of Evidence

14. Where the evidence of the parties conflicted, I prefer the Tenant's evidence. The Tenant's testimony was detailed, internally consistent, and corroborated by contemporaneous documentary and third-party evidence. The Landlord's evidence establishes some responsiveness but also reveals unreasonable delay, reliance on assumptions, and failure to escalate the response despite ongoing and credible reports of serious issues.
15. Applying the contextual approach required by Onyskiw, I find that the Landlord's conduct, taken as a whole, fell below the standard required by the Act.
16. 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.

#### Remedies

17. I have found that the Landlord failed to meet their maintenance obligations with respect to a prolonged raccoon infestation that affected the roof, walls, and interior of the rental unit, and that this issue overlapped with an unresolved mold condition in the basement cold room. These breaches persisted despite repeated notice to the Landlord and caused a sustained interference with the Tenant's reasonable enjoyment of the rental unit.
18. Given the duration of the raccoon infestation, the Landlord's delayed and ineffective response, and the concurrent presence of mold concerns, while also recognizing that the mold was confined to a limited area of the unit, I find that a 40% rent abatement for the affected period is reasonable and proportionate. In my view, a single global abatement is an appropriate remedy for both issues.
19. The lawful monthly rent is \$2,665.00, which results in a daily rent of \$87.67. A 40% abatement equals \$35.07 per day.
20. The affected period is 190 days, from February 10, 2024, to August 18, 2024. The total rent abatement is therefore \$6,663.30, calculated as \$35.07 multiplied by 190 days.
21. The Tenant is also entitled to reimbursement of the \$48.00 application filing fee.

22. The Tenant also requested an order requiring the Landlord to repair the mold condition in the basement cold room. However, based on the evidence before the Board, including the Landlord's inspection report dated January 30, 2025 and the uncontested testimony that remediation work was completed on February 3, 2025, I am satisfied that the mold issue has been remedied. As the work has already been completed, no further repair order is required, and this requested remedy is therefore dismissed as moot.

**It is ordered that:**

1. The Landlord shall pay the Tenant is \$6,711.30. This amount represents:
  - \$6,663.30 for a rent abatement.
  - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 17, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 17, 2026, the Landlord will owe interest. This will be simple interest calculated from February 18, 2026, at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by February 17, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the month(s) until there is no longer any money owing.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**February 6, 2026**  
**Date Issued**

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Kyle Anderson  
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.