



Order under Section 30 Residential Tenancies Act, 2006

Citation: Weeden v Xu, 2026 ONLTB 11950

Date: 2026-02-17

File Number: LTB-T-091534-24

In the matter of: 64 ACKER ST
GUELPH ON N1E0G1

Between: Rachel Weeden Tenant

And

Yiyi Xu Landlord

Rachel Weeden (the 'Tenant') applied for an order determining that Yiyi Xu (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 27, 2026.

The Landlord, the Landlord's Legal Representative, Hong Yun Zhang, the Landlord's Interpreter, Sherry Chen, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: The Landlord failed to meet the Landlord's maintenance obligations under subsection 20(1) of the *Residential Tenancies Act, 2006* (the 'Act') by failing to address the mould problem in a timely and appropriate manner.
2. Therefore, the Landlord must pay the Tenant \$3,352.00.
3. The Tenant moved into the rental unit in October 2023 and moved out on November 10, 2024. The rental unit is a detached dwelling consisting of the entire house, with monthly rent of \$3,200.00. The house has three floors, three bedrooms on the upper level, laundry on the upper level, a kitchen and a half bathroom on the main floor, and a finished basement with a full bathroom but no bedroom. The basement was used as a home gym and the Tenant's husband's home office.

Tenant's Evidence:

4. The Tenant testified that mould first appeared in the basement in December 2023 as black speckling along the drywall, which later spread across the wall. The Tenant notified the Landlord in December 2023. The Tenant testified that the Landlord arranged for a mould cleaning company named ServiceMaster to inspect the rental unit in January 2024. The Tenant testified that ServiceMaster used testing equipment, identified black mould in the basement, described the problem as extensive, and advised that immediate remediation was required, including removal of drywall and investigation of the foundation. The Tenant further testified that ServiceMaster advised her to stop using the basement due to the mould.
5. The Tenant further testified that no one on behalf of the Landlord attended the unit and that no repairs were completed between January 2024 and late April 2024. In May 2024, the Landlord's agent contacted the Tenant and proposed a two-day remediation plan that would have relocated the Tenant's household of four to a two-bedroom accommodation. The Tenant testified that she refused because it was inadequate, and that no alternative accommodation was offered. The Tenant raised the issue again in June 2024. The Tenant vacated the unit on November 10, 2024.
6. Photographs of the basement and email correspondence between the Landlord's agent and the Tenant in May 2024 were submitted as the Tenant's exhibits and entered into evidence.
7. The Tenant described functional loss of the basement. On ServiceMaster's advice, she avoided the basement beginning in January 2024. The Tenant's husband moved his office upstairs and worked at the dining room table. The family stopped using the basement bathroom and used the full bathroom upstairs. The children were not permitted to exercise in the gym area. The Tenant acknowledged that she did not tell the Landlord that the basement had been taken out of use.

Landlord's evidence:

8. The Landlord did not dispute that the Tenant reported mould in December 2023 but testified that she did not personally inspect the basement. The Landlord testified that after ServiceMaster attended in January 2024, ServiceMaster advised that remediation would require opening walls and removing drywall. The Landlord testified that she was waiting for a quotation, but did not receive one from ServiceMaster and therefore did not arrange remediation. The Landlord testified that when the Tenant made a further complaint in April 2024, she suggested that the Tenant clean the affected area, but the Tenant refused. The Landlord testified that she proposed temporary accommodation in an Airbnb for two days while she opened and removed drywall, but the Tenant refused. The Landlord testified that she arranged for her contractor, Sam Yang, to attend, but the Tenant refused entry. The Landlord testified that no further steps were taken after that point.
9. Sam Yang (Mr. Yang) also testified at the hearing. Mr. Yang testified that he attended the unit in November 2024, after the rental unit was vacated. He testified that he observed only minor surface mould on the basement wall, and that when the drywall was opened, he found the cavity dry with no leaking water inside the wall.

Law and Analysis:

1. Based on the evidence before me, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the rental unit and failed to comply with health and maintenance standards.
2. Section 20 of the Act requires the Landlord to provide and maintain the rental unit in a good state of repair and fit for habitation, and to comply with health, safety, housing, and maintenance standards.
3. 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.
4. In this case, I am satisfied, on a balance of probabilities, that there was mould in the rental unit during the tenancy. I also find that the Landlord did not respond reasonably to the reported mould condition. The Landlord acknowledged receiving complaints beginning in December 2023, yet there is no persuasive evidence of timely remediation. The Tenant's evidence, including the photographs of the basement and the email correspondence, together with Mr. Yang's testimony confirming mould on the basement wall, establishes that mould was present. The Landlord did not provide a ServiceMaster report and did not engage an alternative qualified assessor when remediation did not proceed.
5. The Landlord's proposal in May 2024 contemplated relocating a household of four to a two-bedroom accommodation for a brief period, with no evidence of a workable plan to complete the work promptly and safely. In these circumstances, I prefer the Tenant's evidence that the condition persisted for months without effective repair, resulting in ongoing concern about the safety of the unit. It was not reasonable to suggest that the Tenant clean the mould, as maintaining the rental unit in a good state of repair, including addressing mould, is the Landlord's obligation under the Act.
6. The Landlord also testified that the Tenant refused entry for mould remediation in May 2024. The Tenant denied this. In the absence of corroborating evidence, I am left with conflicting testimony. On an application before the Board, the party who alleges an incident occurred bears the burden of establishing, on a balance of probabilities, that their version of events is more likely than not true. The Landlord provided no corroborating evidence to support the claim that the Tenant refused entry. Accordingly, I find there is insufficient evidence to conclude that the Tenant prevented remediation before vacating the rental unit.
7. For these reasons, I find, on a balance of probabilities, that the Landlord breached the maintenance obligation under section 20 of the Act by failing to respond to the mould issue in a reasonable manner.

Remedies

8. The Tenant requested a rent abatement of 25% to 30 % from December 2023 to November 10, 2024. The Tenant testified that her husband had difficulty sleeping and

experienced breathing symptoms during the tenancy, and that she and their child stayed out of the basement. The Tenant's husband did not testify at the hearing, and the Tenant submitted no written medical evidence. Based on the lack of corroborating evidence, I am not satisfied, on a balance of probabilities, that the Tenant's family members' physical symptoms during the tenancy were caused by mould.

9. At the hearing, the Tenant testified that ServiceMaster advised that the basement was uninhabitable because of mould. The Landlord denied that ServiceMaster told her the same thing. The Tenant submitted no corroborating evidence from ServiceMaster that the basement was uninhabitable. I find that there was insufficient evidence before me to determine, on a balance of probabilities, that the basement was uninhabitable.
10. It is evident from the Tenant's testimony that she was very distressed by the mould. This situation would have been even more irksome because it was preventable. If the Landlord had addressed the condition promptly, it is not likely that the mould condition would have persisted for as long as it did.
11. After considering the duration of this problem and the impact on the Tenant's enjoyment and use of the rental unit, I find that the Tenant is entitled to a rent abatement of 10% percent per month for the period from January 1, 2024, through to and including November 10, 2024, for a total of \$3,304.00.
12. The Tenant also stated that mould spread to personal property in the basement, including her husband's poster boards, a filing cabinet, and an office chair. She claimed \$1,115.00 based on what had been paid for certain items but failed to provide invoices or receipts for disposal or replacement. In the absence of supporting documentation, I am not satisfied that this claim is proven. This claim is denied.

It is ordered that:

1. The Landlord shall pay the Tenant is \$3,352.00. This amount represents:
 - \$3,304.00 for a rent abatement for the period from January 1, 2024, to November 10, 2024.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

 Joy Xiao
 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.