



Order under Section 30 Residential Tenancies Act, 2006

Citation: Di Martino v Trotta, 2026 ONLTB 13463

Date: 2026-02-11

File Number: LTB-T-037606-24

In the matter of: 3, 658 LAWRENCE RD
HAMILTON ON L8K1Z5

Between: Anthony Marcus Di Martino Tenants
Nikki Bichlmeier

And

Frank Trotta Landlord

Anthony Marcus Di Martino and Nikki Bichlmeier (the 'Tenants') applied for an order determining that Frank Trotta (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 8, 2025.

The Landlord, the Landlord's Legal Representative Francisco Gomez and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenants' T6 application alleges there is mold in the Tenants' rental unit which has not been remediated by the Landlord.
3. Section 20 (1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

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.

4. 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 or issue occurs.

5. The Tenants testified that prior to moving into the rental unit they had discussed with the Landlord that in exchange for cleaning the unit upon entry the Landlord would reduce the amount payable for June's rent.
6. The Tenants stated that during the cleaning process on June 4, 2022 they noticed what they believed to be mold in the rental unit and contacted the Landlord. The superintendent attended the rental unit a few days later and painted over the areas with the alleged mold including windowsills.
7. The Tenants claim that the issue did not resolve and that due to high moisture levels in the rental unit the mold would return and required the Tenants to continuously run a dehumidifier and wipe items and walls down and clean any mold growth.
8. The Tenants testified that they had told the Landlord the mold issue had not resolved and was still ongoing, although they were unable to provide exact date or time as to when the Landlord was notified, and the documentary evidence supporting any communication was a text message from April 5, 2024 sent to the Landlord after the Tenants received an N2 notice of rent increase.
9. The Landlord testified that he was not aware that the mold from 2022 had not resolved as he was only informed of the issue when he attended at the Tenants' unit to provide them with an N2 notice on April 5, 2024. The Landlord stated that the Tenants refused to permit him entry to the unit on that date to inspect the unit.
10. The Landlord testified that he attended the rental unit on April 15, 2024 in relation to the mold issue, but no mold was observed.
11. The Landlord further stated that he again attended the rental unit on May 1, 2024 but again there was no mold present. The Tenants advised him that it had been recently cleaned. The Landlord did offer a new fan to the Tenants to deal with the moisture issue, but the Tenants declined.
12. The Tenants stated the Landlord indicated that they should call the City and that if an inspector found an issue he would address it.
13. Although the Tenants produced some photographs they took in the fall of 2024 of what they believe to be mold the Tenants a no point in time obtained a mold report.
14. Apart from testifying that that the mold growth issue has not be resolved they provided no evidence as to what if any actions were taken after May 1, 2024, or if they continued to notify the Landlord of the issue.
15. The Landlord submits that the application should be dismissed as it lacks particulars for which the Landlord could respond to and that the vague particulars included in the application have not been made out.

16. The issue regarding lack of particulars was only raised by the Landlord's Legal Representative in their closing submissions.
17. The Tenants' T6 application alleges that there have been mold issues in the rental unit since moving in and that every once and awhile they asked the Landlord to address the issue.
18. The only date provided in the Tenants application is June 4, 2022, the initial date they claim to have observed mold and notified the Landlord. No other dates or specific descriptions of precise acts or omissions to form the basis for a claim were set out in the Tenants application.
19. The Tenants testified to some additional dates during the course of the hearing that the Landlord was notified that the mold issue was ongoing, particularly in April and May of 2024. Additionally at various points through the hearing and during cross examination the Tenants testified that the Landlord knew the issue was ongoing, but could not recollect specific dates or times when they would have notified him or how he ought to have known.
20. The Tenants application, however, does not include any of the additional alleged dates that the Landlord was notified of the potential mold issue or the Landlord's response. Although the Tenants led evidence to some events regarding communications with the Landlord regarding ongoing mold, the Tenants' T6 application which is the document that the Landlord is to provide their answer to and craft their defence from.
21. Looking at the face of the T6 application and in consideration of procedural fairness, I find that particulars and detailed descriptions of the alleged conduct must be presented in the originating documents and in this case they were not.
22. I find that it was not sufficient for the Tenants to expect the Landlord to piece together the case to be met as the hearing progressed and as evidence was led. As such the Tenants application does must be dismissed.
23. Additionally, the standard of proof in proceedings before this Board is "on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. I am not satisfied on the evidence that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit and comply with health or safety or housing or maintenance standards for the following reasons;
 - a) The Tenants notified that Landlord of a potential mold issue on June 4, 2022. The Landlord addressed the issue on June 11, 2022 and on a balance of probabilities I am satisfied that the issue was deem resolved at that time as it was not brought to the Landlord's attention again until April 5, 2024. I find that the Landlord's response was both reasonable and timely.
 - b) On April 5, 2024 the Landlord had attended the Tenants' rental unit but was not permitted entry to observe the alleged mold issues of the Tenants. However, the Landlord returned to inspect the property shortly thereafter.
 - c) On April 15, 2024 and May 1, 2024 the Landlord again attended the Tenants' rental unit but no mold was observed as the Tenants stated that they had recently cleaned

it. No additional evidence was presented that the Landlord was notified that the issue was continuing or if they were notified what steps if any were taken by the Landlord to resolve the issue. It was uncontested that the Landlord did not observe mold in the unit, the Tenants took no steps to obtain a mold assessment, and there was no evidence of further complaints to the Landlord. As a result, I find that the Landlord's response of reattendance in April and May were reasonable and that it was reasonable to believe that no further action was necessary to address the issue.

24. As on a balance of probabilities the Tenants have not made out the allegations as contained in their application, it must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

February 18, 2026
Date Issued

Sean Ramage
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.