



Order under Section 30 Residential Tenancies Act, 2006

Citation: Ardizzone v London Middlesex Community Housing, 2026 ONLTB 16431

Date: 2026-02-26

File Number: LTB-T-003368-25

In the matter of: 118, 345 Wharncliffe Road North
London ON N6G1E5

Between: Calogero Ardizzone Tenant

And

London Middlesex Community Housing Landlord

Calogero Ardizzone (the 'Tenant') applied for an order determining that London Middlesex Community Housing (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 February 12, 2026. The Tenant, the Landlord's Agent, Deven Richardson, the Landlord's Legal Representative, Kelley O'Donnell, the Landlord's witness, Brent Caspi ('BC'), and the Tenant 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 filed their application with the Board on December 19, 2024. There were several issues listed in the application. However, the only remedies sought in the Tenant's application were for: i) out-of-pocket costs related to an alleged pest infestation and a wall repair; ii) an order for the Landlord to do the repairs, replacement or other work that is necessary; and iii) an order that the Landlord cannot increase the rent for the rental unit until the Landlord completes the work necessary.
3. In light of the remedies requested, the issues were narrowed down to what had not been fixed as of the date of the hearing. The Tenant stated that the issues of disrepair that remained outstanding were the bathtub, the mould in the closet and the vents in the kitchen and the bathroom.

Bathtub

4. It was the Tenant's evidence that the bathtub was rusted and required replacement. The Tenant relied on a quote obtained by the Landlord and photos taken by the Landlord that were in the Landlord's disclosure as proof that the bathtub was in disrepair. However, in looking at the photos of the bathroom, the bathtub and the quote provided, there were no obvious signs of rust or disrepair.
5. BC is the property manager for the Landlord. BC denied that the bathtub was in disrepair and stated that all work that was necessary was completed by April 23, 2025 which is the completed date set out in the work order tendered as evidence by the Landlord. BC stated that he also reviewed the photos of the most recent unit inspection, done on February 6, 2026, which also suggested that the work was completed as everything in the bathroom, including the tub, appeared to be in good condition.

Mould in the Closet

6. It was the Tenant's evidence that there was mould in the walk-in closet located off the main hallway of the rental unit. He stated that he reported the issue to the Landlord in September 2024 and that the Landlord did some superficial work in March 2025 but did actually fix the problem. In this regard, he stated that the Landlord used a 'cheap mould spray' and painted over the area that had mould. The Tenant relied on photos taken by the Landlord to support his claim that the issue was not resolved or appropriately addressed. However, in looking at the photos there were no signs of mould or any damage being present in the closet.
7. It was BC's evidence that the Landlord received the Tenant's complaint regarding mould in the closet on March 11, 2025 and that the mould remediation and repairs to the closet were completed on April 25, 2025. A copy of the Landlord's work order was tendered as evidence.

Vents in the Kitchen and the Bathroom

8. The Tenant took issue with the vents in the kitchen and the bathroom of the rental unit because they allowed pests to travel from other units into his unit. In this regard, he stated that cockroaches would fall out of the vents. The Tenant did not have any evidence to suggest that the vents were not working properly or that they were in a state of disrepair. Rather, it was his view that the Landlord ought to have installed vents with screens to prevent pests from entering his unit.

Analysis

9. Based on the evidence and submissions provided, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain and repair the rental unit and comply with health, safety, housing or maintenance standards. The Tenant chose not to file their own evidence and relied heavily on the evidence disclosed by the Landlord as evidence that there were issues of disrepair. However, the evidence disclosed by the Landlord shows that the issues complained of by the Tenant were addressed and

were not outstanding as of the date of the hearing. The Tenant did not have any evidence to suggest that the repairs to the bathroom and closet were inadequate such that the issues reappeared or continued. Moreover, with respect to the vent issue, the Tenant admitted that there was nothing wrong with the vents and that they functioned properly to circulate the air. For these reasons, the Tenant's allegations of disrepair are dismissed.

Out-of-Pocket Costs

10. The Tenant testified that he incurred costs of \$120.00 to purchase several bottles of bleach and poly filler putty. The Tenant stated that he needed to buy the bleach to kill the pests entering his unit and used the poly filler to repair the wall in the closet. The Tenant did not have any receipts to substantiate the costs claimed and I am not satisfied based on the evidence provided that the Tenant had to incur these costs because the Landlord failed to maintain or repair the rental unit. Accordingly, the Tenant's claim for out-of-pocket costs is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

February 26, 2026
Date Issued

Rachel Gibbons
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.