



Order under Section 89 Residential Tenancies Act, 2006

Citation: Sun v Boadi, 2026 ONLTB 8955

Date: 2026-02-24

File Number: LTB-L-061833-25

In the matter of: 2603 PIMLICO CRES
OTTAWA ON K1T2A6

Between: Meihua Sun Landlord

and

Benedict Boadi Tenant

Meihua Sun (the 'Landlord') applied for an order for an order to terminate the tenancy and evict Benedict Boadi (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on September 23, 2025, and adjourned as additional time was required to complete the hearing.

The Landlord's Legal Representative, Paul Auerbach, the Landlord's Agent, property manager, and daughter, Crystal Sun, and the Tenant attended the hearing. The Tenant spoke with Duty Counsel prior to the start of the proceeding.

At the return on December 3, 2025, the Landlord's Legal Representative, and the Tenant were present.

The Tenant's wife, Hilda Osaе-Boadi, and sister-in-law, Agnes Kittow-Affem, attended the hearing as witnesses for the Tenant and were excluded from the hearing until it was time for them to testify. Ultimately, only the Tenant's wife testified.

Determinations:

1. For the reasons set out below, we find the Tenant, their guest, or an occupant, negligently or wilfully caused undue damage to the rental unit with respect to the mold in the second-floor bathroom, the leak under the kitchen sink, holes in various walls and the ceiling in the

living/dining area, and the first floor bathroom vanity largely when they failed to report events that could and/or were causing damage and/or worsening damage. The remainder of the Landlord's claims are dismissed.

2. We have also found we were not able to determine who was responsible for the extent of all damage that developed given the Landlord's failure to conduct regular inspections and so have apportioned liability with respect to some issues as discussed below.
3. Overall, we find the Tenant shall pay the Landlord \$22,814.25 for their costs to repair and/or replace the damaged property and of the proceeding.

Preliminary issues

Tenant's wife is not a tenant

4. In response to questioning relevant to the exclusion of witnesses at the outset of the hearing, the Tenant submitted his wife was also a tenant and that she was also on the lease.
5. We find the Tenant's wife did not enter into the tenancy agreement with the Landlord. A copy of the lease uploaded during the hearing showed the Tenant's wife's name crossed out both where she had been listed as a tenant and where she was to sign [Exhibit 1 – EVID-6459235].
6. As she was an occupant, the Tenant's wife was excluded from the hearing until it was time for her to give evidence.

Amendment and Clarification of the Landlord's claims

7. The rental unit was vacated on July 31, 2025. Accordingly, termination and eviction were no longer in issue and the Landlord only sought their costs to repair and/or replace alleged unduly damaged property.
8. The Landlord originally claimed \$35,000.00 – the LTB's monetary jurisdiction at the time their application was filed. However, on October 1, 2025, the LTB's monetary jurisdiction increased to \$50,000.00. As a result, the Landlord asked to amend their application and claim the new maximum allowable of \$50,000.00.
9. The Tenant agreed the Landlord should be able to claim the maximum permitted and so the application was amended on consent.

Written materials accepted as evidence in chief

10. On consent of all parties, written materials filed by both the Landlord and Tenant were admitted into evidence and served as the evidence in chief for both the Landlord's Agent and the Tenant as follows:

- Statutory declarations of the Landlord's Agent sworn September 15, and 17, 2025 [Exhibit 2 - EVID-6403380 and Exhibit 3 - EVID-6415847]; and,
- Tenant's Statement for Submission to the Landlord and Tenant Board [Exhibit 12 - EVID-640008].

11. Each of the Landlord's Agent and Tenant were permitted to provide clarification and elaboration on their written evidence and were subject to cross-examination.

Late disclosure not permitted into evidence

12. The Landlord uploaded photographs to the Tribunals Ontario Portal ('TOP') one day before the first day of the hearing.
13. The photographs were of the rental unit and had been taken after the Tenant had vacated. These were not otherwise provided to the Tenant and the Tenant objected to them being admitted into evidence.
14. Under the LTB's Rules 19.1, 19.2, and 19.7, all materials a party wishes to rely upon at a hearing are to be provided to the other side and the LTB 7 days in advance of the hearing and any responding evidence must be provided 5 days in advance. Where this is not done, the party may not rely on the materials, unless the LTB orders otherwise.
15. We were not satisfied the photographs could not have been taken earlier and disclosed in accordance with the LTB's Rules. As a result, the Landlord was not permitted to rely on them.
16. Subsequently, one month after the first day of hearing and the conclusion of the Landlord's evidence in chief, the Tenant uploaded videos to TOP.
17. The Tenant admitted the materials were available to him and could have been provided earlier.
18. We were not satisfied the videos could not have been disclosed in accordance with the LTB's Rules and, given the status of the proceeding, the Tenant was not permitted to rely on these materials.

Landlord's claims

19. The rental unit is a townhouse with three bedrooms, two bathrooms, kitchen, living/dining room, and basement with laundry room.
20. The Landlord claims the Tenant and his family negligently and/or wilfully caused undue damage to the rental unit with respect to:
- Kitchen: counter damaged; rot and mold under kitchen sink; cabinets damaged missing hinges, doors, and hardware;
 - Hole in living/dining room ceiling;

- Second floor bathroom: black mold on ceiling and walls, damaged vanity;
- Second floor bedroom: black mold on ceiling and walls;
- Missing and damaged doorstops with holes in walls above missing doorstops;
- First floor bathroom: damage to vanity and hole in wall behind toilet;
- Damaged walls throughout unit, including holes in walls, and missing or damaged railings;
- Stained carpet in the basement;
- General lack of sanitation and cleanliness; and,
- Other items that were particularized in their estimate including the laminate flooring.

21. Section 89(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides,

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex.

22. In order to be successful, the Landlord must prove:

- there is damage to the residential complex;
- the damage is undue – i.e. more than normal wear and tear;
- the Tenant or an individual he permitted in the rental unit negligently or wilfully caused the undue damage; and,
- the Landlord incurred or will incur reasonable costs to repair, or, if repair is not possible, to replace the damaged property.

Background and discovery of damage

23. The tenancy began in 2016 and terminated on July 31, 2025. During the tenancy, the Tenant, his wife and their four children lived in the rental unit.

24. Early text messages between the Tenant and Landlord show the Landlord addressed some initial issues in the rental unit [Exhibit 4 – pp. 1-3 EVID 6415960].

25. In 2018, repairs were made to the faucet and tiling in the upstairs washroom. At that time, the Landlord's Agent attended and was satisfied the Tenant was taking good care of the property and that the property was in good condition.

26. The Landlord's Agent did not reattend to inspect the property until June 2025. The Landlord's Agent nonetheless testified she sent contractors, handymen and other agents to address issues almost every year and the sample of text messages between the parties submitted by the Landlord show that there were attendances at the rental unit at least in 2020 and 2023 [Exhibit 4 – EVID 6415960].

27. The Landlord's Agent testified she was never made aware there were any concerns about the overall condition of or mold in the property until 2025.
28. On June 19, 2025, the Landlord's usual contractor attended the rental unit to repair a leaking faucet in the kitchen and look at the washing machine. After attending the rental unit, the contractor called the Landlord's Agent and told her he could not do the repairs to the kitchen, that the kitchen needed to be replaced, and that he was concerned about the condition of the rental unit.
29. The Landlord's Agent inspected the rental unit on June 24, 2025. She found the unit in poor condition. She testified the kitchen was very dirty, the counter was moldy, and there were missing cabinets, and missing hardware on doors and drawers. She also testified the walls in the rental unit were damaged, there was a hole in the living/dining room ceiling, the bathroom vanity was destroyed, there was severe mold in the upstairs bathroom, mold in an upstairs bedroom, piles of belongings throughout, broken doors, and she was concerned about mold in the basement. She testified the mold could be smelled as soon as she entered the rental unit and that she was concerned about being in the rental unit without a mask on.
30. The Landlord's Agent submitted videos and pictures of the rental unit taken on June 24, 2025, that accord with her oral evidence [Exhibit 6 – EVID 6403346; Exhibit 7 – EVID 6403358; Exhibit 9 - EVID 6403376]. She also provided a video of the basement carpet taken after the Tenant moved out that shows large patches of discolouration and staining [Exhibit 8 - EVID 6403354].
31. The Tenant did not dispute the condition of the rental unit. However, he submitted that at least some of the issues were caused by the Landlord failing to maintain the rental unit and/or that the condition of the rental unit was the result of normal wear and tear from his family living there for almost a decade.
32. Additionally, the Tenant testified he repaired many of the issues complained of before they moved out and provided pictures of the freshly painted and repaired kitchen and upstairs bathroom [Exhibit 11 – pp. 6, 10, 11 of EVID 640008].
33. The Landlord's Agent admitted the Tenant painted, replaced some of the handles on the kitchen drawers and cabinets, and loosely rehung the doors on the kitchen cabinets, reattached the stair railing, and patched some holes in the walls before he moved out. However, she took issue with the quality and impact of certain of the repairs – in particular, the painting over of mold.
34. We find the Tenant did conduct some repairs before he moved out including patching some holes in the walls, reattaching the railing, and replacing a panel and knob on the second-floor vanity. Additionally, we are not satisfied that some of the issues raised by the Landlord such as replacing outlet covers and door stoppers are other than the result of normal wear and tear and/or find that these do not rise to the level of undue damage and so have not considered these.

35. We have focused our reasons on the remaining issues in dispute that account for the majority of the costs sought by the Landlord.

Mold on second floor

36. One of the main issues is mold on the second floor of the rental unit. The Landlord's Agent testified mold was present in the bathroom and bedroom. The pictures of the second-floor bathroom show a blackened ceiling and wall above and around the shower and black growth in the corner of one bedroom on the ceiling and walls [Exhibit 6 – pp. 9, 11, 13 of EVID 6403346].
37. The Tenant suggested there was no mold in the second-floor bedroom and provided a picture from the bedroom. However, we do not find the Tenant's image reflects the same area as that in the Landlord's photos. Given the similarity in appearance between the black growth in the bathroom and bedroom in the Landlord's Agent's photos, we prefer and accept the evidence of the Landlord's Agent [Exhibit 10 – p. 9 of EVID 6400008].
38. We find it more likely than not that mold was present in both the bathroom and bedroom. Given the extent of the mold in the bathroom we also find it more likely than not that it spread from the bathroom to the bedroom.
39. Before he moved out, the Tenant attempted to remove the mold in the bathroom using Clorox bleach and repainted the bathroom walls and ceiling. The Landlord's Agent testified this was not proper mold remediation and the Tenant's efforts worsened the problem, as her contractor advised her it was now more difficult to identify the origins of the mold.
40. Given the extent of mold that was visible in the rental unit, we accept that bleach would be insufficient to remediate and find the presence of the mold on the second floor of the rental unit amounts to undue damage.
41. The Tenant submitted the Landlord was responsible for the mold in the bathroom as they had known since 2018 that the bathroom fan was broken and failed to repair it.
42. In 2018, the Tenant reported raccoons trying to poke out of the ceiling through the bathroom fan. The Landlord's Agent testified they arranged to have the condominium corporation attend and the issues - including repair of the bathroom fan - were fixed. Contemporaneous texts show the outer grill to the air vent was replaced, pest control attended, and insulation was replaced [Exhibit 4 – pp. 5-6 of EVID 6415960].
43. The Landlord's Agent also testified she was never made aware the bathroom fan was not working after the repairs related to the raccoons, that there were follow-up visits and issues, and the Tenant admitted they never again told the Landlord that the fan was broken nor that there was mold in the bathroom.
44. If, as claimed by the Tenant and his wife, the bathroom fan was hanging out of the ceiling since 2018, then we find it more likely than not that during one of the various investigations and follow-up visits by third parties regarding the raccoon issues it would have been noted.

45. Regardless, we find that when the Tenant and his family started to see black marks appearing in the bathroom, even if they were not familiar with mold and particularly given the extent to which the mold grew in 2025, they knew or ought to have known it was an issue that could cause damage, and, as they did not advise the Landlord, we find this was negligent.

Living/dining room ceiling damage

46. We are satisfied that the hole in the ceiling of the living and dining room area located beneath the second-floor bathroom amounts to undue damage [Exhibit 6 – pp. 5, 7 of EVID 6403346].
47. The Tenant admitted there was water spillage when they used the bathroom but submitted the hole in the living room ceiling was caused by a leak from the upstairs bathroom that the Landlord did not repair.
48. The Tenant testified he told both the contractor and the Landlord's Agent about the leak when repairs were being done in the upstairs bathroom in 2018 and the contractor only cleaned up the water.
49. The Tenant also submits water leaking into the living room ceiling was a known issue as the ceiling clearly showed that work was previously performed in the same area.
50. Over time the Tenant testified the leak worsened and he could see it on the living room ceiling. However, the Tenant admitted he did not tell the Landlord about the issue.
51. Regardless of whether there were prior issues, we find when the Tenant failed to report the worsening damage to the living room ceiling to the Landlord he was negligent.

Kitchen

52. We are satisfied there was water damage and mold in the kitchen cabinets under the kitchen sink, and water damage to the countertop [Exhibit 6 – pp. 1-3 of EVID 6403346].
53. Both the Tenant and his wife admitted they were aware of a leak in the kitchen sink for some time before this was reported to the Landlord. The Tenant testified they did not realize the leak was going under the sink and, as the taps were still working, they did not report it. This does not explain why damage to the top of the countertop was not reported.
54. Additionally, the images from 2025 show the kitchen was crowded with dishes. The Tenant testified this was because they were not able to wash their dishes in the dishwasher and were then at the point where they had to use a bucket to do dishes in the sink. Based on the amount of materials visible in the kitchen, we find it more likely than not that the Tenant and his wife would have made use of the storage under the sink.
55. We therefore find when the Tenant and/or his wife accessed materials under the sink they would have, or ought to have known that the faucet leak was not constrained to the top of

the sink but was also affecting the wood in the cabinetry under and surrounding the sink, including the bottom of the countertop.

56. The Tenant failed to report the leak to the Landlord until they had another issue that affected them more directly being the dishwasher. By this time, we find undue damage had resulted and we find the failure to report the leak was negligent.
57. With respect to the hardware on the kitchen cupboards and cabinetry, we are satisfied that some of this was missing when the Tenant moved out. Even had the hardware fallen off due to regular use, we find it was negligent to dispose of these elements and so this claim is also granted.

First floor bathroom

58. We are satisfied there was a hole in the wall behind the toilet tank in the first-floor powder room and that this is not the result of normal wear and tear but rises to the level of undue damage [Exhibit 4 - pp. 18 of EVID 6403346].
59. The Tenant did not know how the hole behind the toilet tank was created.
60. If the existence of the hole pre-dated the tenancy, as suggested by the Tenant, then we find it more likely than not that the Landlord would have noted it on their 2018 inspection. As it was, the Landlord's Agent testified the rental unit was in good condition when she inspected the rental unit aside from some expected wear and tear. We find this evidence was not shaken on cross-examination and so accept it.
61. In the absence of any other explanation, we find it more likely than not that the hole was created by a negligent or wilful action. Given the location is only accessible from inside the rental unit, we also find it more likely than not that the hole was negligently and/or wilfully caused by the Tenant, a guest, or an occupant of the rental unit.
62. Additionally, we find the top panel of the powder room vanity directly under the sink appears to be warped and the paint rubbed away and peeling. Further, the paint is missing and/or chipped from the top of the doors to the vanity under this panel and there is some blue paint on them [Exhibit 4 – p. 19 of EVID 6403346]. We find this is beyond normal wear and tear and rises to the level of undue damage.
63. When the paint on the vanity began peeling and the wood underneath was exposed, we find the Tenant knew or ought to have known that damage would result and again should have told the Landlord. As a result we find the failure to report was negligent.

Second floor vanity

64. The Landlord submitted a picture of the vanity in the bathroom on the second floor that shows a panel missing from the top drawer and some drips of white substance on the door [Exhibit 6 – p. 10 of EVID 6403346]. The Tenant testified he replaced the panel and knob on the drawer and the photograph he provided accords with his evidence [Exhibit 11 – p. 6 of EVID 6400008].

65. While we find the vanity in the second-floor bathroom was, at one point, unduly damaged we are satisfied the cover to the drawer and knob were repaired. We are not satisfied any remaining issues are damage or rise to the level of undue as we do not find a discrepancy between the colouring of knobs nor what appear to be some drips to be more than the result of regular wear and tear from a family of 6 over 9 years. This claim is dismissed.

Basement carpet

66. The Landlord's Agent testified the visible disrepair, stains and discolouration on the basement carpet were more than regular wear and tear [Exhibit 6 - p. 27 of EVID 6403346; Exhibit 8 – EVID 6403354]. However, we saw no evidence that supports finding the state of the carpet was the result of anything other than normal use.
67. Spills happen in the normal course and are not necessarily negligent. Additionally, children may be more prone to this sort of accident despite appropriate adult supervision. In the circumstances that were before us, we are not satisfied that the extent of degradation, staining and discolouration is the result of more than regular wear and tear over the 9 years that the Tenant, his wife and multiple minor children lived in the rental unit.
68. We have however considered the Landlord's claim that they need to replace the carpet due to the presence of mold spores in our discussion of remedies below.

Laminate and ceramic flooring

69. The Landlord's Agent testified the laminate flooring in the rental unit was damaged. She provided a picture of the laminate floor in the living/dining area that shows it is greyed and seemingly coming off around the edges of individual floorings segments [Exhibit 6 – p. 21 of EVID 6403346]. Although the Landlord's Representative submitted there were also gouges in the flooring, no evidence of this was before us.
70. The Tenant submitted the expected useful life of flooring is 10 to 25 years, and what was shown was regular wear and tear over the 9 years they lived there.
71. The flooring had been newly installed when the Landlord purchased the property in 2010. The Tenant and his family moved in 6 years later in 2016. Aside from a general sense from her experience managing other properties that laminate flooring can last some time, the Landlord's Agent was not able to advise how long laminate flooring lasts.
72. All flooring has a useful life span. In the *General Regulation* to the Act, O.Reg. 516/06, there is a Schedule of Useful Life of Work Done or Thing Purchased. Table 8 in this Schedule deems the useful life of flooring ranges from 10 years for flooring such as vinyl or linoleum to 25 years for more durable flooring like marble.
73. The flooring in the rental unit was at least 15 years old by the time the Tenant and his family moved out. The Tenant's family included 4 young children and the tenancy included the periods of COVID lockdowns. In these circumstances, we accept the Tenant's position

that the change in appearance of the floor was the result of wear and tear and find that the damage does not rise to the level of undue and was not negligently or wilfully caused.

74. Further, even were we satisfied the damage was undue and negligently or wilfully caused, we would not award any costs to repair or replace the flooring as we find it more likely than not the flooring was at or approaching the end of its useful life expectancy. This claim is dismissed.
75. Similarly, with respect to the floor tiles in the powder room, hallway and kitchen, Table 8 in the Useful Life Schedule deems a useful life of 10 years for ceramic tile flooring. We are again not satisfied cracks in these tiles rise to the level of undue damage as opposed to regular wear and tear, and, in the alternative, would not award any costs to replace these tiles. This claim is also dismissed.

Holes in walls, broken doors, broken railings, cleanliness

76. The Landlord provided pictures of a broken door, holes in various walls throughout the rental unit, and a broken hand railing. We do not find these were the result of regular wear and tear [Exhibit 6 - pp. 8, 12, 15, 16, 20, 23 of EVID 6403346]. As already set out above the Landlord admitted the Tenant rehung the railing.
77. The Landlord also provided pictures that showed some dirty and discoloured ceilings, markings and/or dirt on walls, ceilings, and kitchen cabinetry, clothing on the basement floor and dishes in the kitchen [Exhibit 6 - pp. 1, 2, 4, 14, 16, 17, 25, 26 of EVID 6403346].
78. The Tenant testified they cleaned the house before they moved out and provided pictures of the kitchen and bathroom when they left which show all personal belongings have been removed and the surfaces appear clean [Exhibit 11 – pp. 6, 10, 11 of EVID 6400008]
79. As a result, we accept the evidence of the Tenant and are satisfied that any general issues the Landlord raised with respect to cleanliness does not rise to the level of undue damage and so any such claims are dismissed.
80. The Tenant also testified before he left, he rehung the door to the basement. However, with respect to the image of damaged door, we find it more likely than not that the damage could not have been caused other than by negligence or wilful action as one side of the door is torn from the side closest to the frame halfway across towards the outer edge and are not satisfied this was repaired or replaced.
81. With respect to damage on the kitchen wall under the window, we accept the Tenant's evidence and find this was the result of a repetitive action from leaning a chair against the wall. However, we note that this was one of the holes the Tenant specifically testified he repaired before he moved out.
82. With respect to the holes in the wall behind the doors, the Tenant testified the Landlord's Agent was aware of these and that these were caused by poor quality doorstops. The Landlord's Agent denied that she knew about these holes. Regardless, we find that the

Tenant's evidence was at best that the Landlord's Agent not made aware of an issue with the doorstoppers and resultant holes until after the damage was done.

83. We find that after the first hole in the wall was caused due to a lack of or poor quality doorstopper, the Tenant knew or ought to have known that missing and damaged doorstoppers should be reported to the Landlord and so find the failure to do so was negligent.
84. No explanation was provided for how other holes, in particular those in a bedroom wall, appeared. The Tenant testified he tried to fix some of the holes before he left but did not have pictures to show of this.
85. In the above circumstances, we find it more likely than not that there remained holes in the rental unit, that these rise to the level of undue damage, and that these were, at a minimum, created negligently by the Tenant, or someone he permitted in the rental unit, or an occupant.

Reasonable costs to repair and/or replace

86. The Landlord's estimate for the cost to remediate and repair the rental unit is a range of \$44,880.00 to \$63,120.00 before HST [Exhibit 10 – EVID 6403420].
87. The estimate includes demolition and disposal, mold remediation, painting of the mold affected areas, new kitchen cabinets and counter, costs to repair or replace doors replacement of damaged flooring, and carpet, wall repairs, hardware replacement including doorstoppers, handles and electrical outlet covers, and a contingency of 10 to 15% for unexpected issues.
88. Notably, there is no specific claim for repair to the ceiling in the living and dining area, and as we find this is an issue the Landlord ought to have noticed had they inspected, we have only awarded a nominal cost of \$100.00.
89. At the hearing the Landlord removed their request for the cost of general painting that was not required as part of the mold remediation in the amount of \$5,500.00 to \$7,000.00 as this was a turnover expense that would have been incurred upon move out regardless of the condition of the rental unit.
90. In review of the estimate, we do not find the Landlord demonstrated that some of the other costs sought were because of negligent or wilful actions by the Tenant, their guest or an occupant. For example, although it is not disputed that the bathroom fan was broken there was no evidence presented as to how it broke. Similarly, there was no discussion about closet doors aside from a general statement that all damage was because of the tenancy. As a result, we have not exercised our discretion to award any damages with respect to these elements.
91. We also do not find a general request for contingent unexpected issues appropriate. The Act provides the award of reasonable costs to repair or replace are only available where

undue damage has been negligently or wilfully caused. As a result, we decline to exercise our jurisdiction where damage is suspected but has not been demonstrated.

92. Where a range of estimates has been provided we have taken the average of the range as the reasonable cost.

Costs due to mold in the bathroom

93. With respect to the estimate of costs for mold remediation and painting of mold affected areas, we find the cost range of \$7,000.00 to \$9,500.00 for remediation and cost of \$2,600.00 for mold related painting reasonable.
94. The Landlord's Agent also testified it was recommended that the basement carpet be replaced due to the presence of mold spores and we also accept this evidence and find the estimated cost range of \$2,500.00 to \$3,500.00 reasonable.
95. However, we find the Landlord's failure to inspect the rental unit relevant to our determination of the amount of costs to award as we find we are not able to determine exactly when the damage occurred.
96. For instance, we find we are not able to determine when the mold growth began. The Tenant could not recall when he first noticed the mold. The Tenant's wife testified it was more than a year ago and, she was not sure if it was 2 or 3 years earlier.
97. The last record of an attendance by an agent of the Landlord at the rental unit was in 2023. We find it more likely than not that had the Landlord inspected the rental unit after this time they would have noted issues with the condition of the rental unit before it reached the state it was in in 2025. As a result, we find the Landlord's inaction contributed to the extent of the mold growth.
98. In these circumstances we find we are not able to determine what proportion of responsibility each party bears and so we find it appropriate to apportion the costs of repair equally between the parties. As a result, we fix the costs to repair the effects of the mold at \$13,850.00 and will order the Tenants to pay 50% to the Landlord in the amount of \$6,925.00.

Kitchen

99. The estimated range to replace the kitchen cabinets and counter is \$8,000.00 to \$12,000.00.
100. The Tenant testified he had replaced the wood under the sink; however, he also admitted that he could not replace a hinge because the wood was too damaged. Additionally, it was admitted there was mold in the kitchen and we find this necessitated the removal and replacement of the cabinets.

101. Given the Tenant's and his wife's evidence about when they noticed the leak, we do not find it more likely than not that more regular inspection by the Landlord would have limited the extent of damage in the kitchen.

102. We fix the amount the Tenant shall be ordered to pay the Landlord for replacement of the kitchen cabinetry at \$10,000.00. We also find it reasonable to award a cost of \$100.00 for the cost to purchase and install the missing handles.

Cost to replace vanities and wall repair

103. We have found that only one vanity was unduly damaged. As a result, we are awarding only half the mid-range of the costs sought for the vanities in the amount of \$1,000.00.

104. We are also satisfied there remain some holes in the drywall that need to be repaired and fix the cost to conduct this repair in the amount of \$1,900.00.

105. The total of the above amounts is \$20,025.00. Accounting for the additional HST the Landlord will have to pay, we fix the amount the Tenant shall be ordered to pay the Landlord in the amount of \$22,628.25.

106. As the Landlord was successful, we find they are also entitled to their cost of filing their application.

It is ordered that:

1. The Tenant shall pay to the Landlord \$22,628.25, which represents the reasonable costs of repairing the damage and replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026, at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Catherine Powell
Member, Landlord and Tenant Board

Rebecca Case
Vice Chair, 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.