



Order under Section 31 Residential Tenancies Act, 2006

Citation: Milne v Kirk, 2026 ONLTB 17122

Date: 2026-02-26

File Number: LTB-T-075377-24

In the matter of: 1, 587 Cannon
Hamilton ON L8L2G6

Between: Matthew Milne Tenant

And

Sean Kirk Landlord

Matthew Milne (the 'Tenant') applied for an order determining that Sean Kirk (the 'Landlord'): harassed, obstructed, coerced, threatened or interfered with the Tenant; and 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 11, 2026.

The Landlord, the Landlord's representative Lisa L. Barder, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. On the Tenant's T2 application, the Tenant claimed that there is black mold in the rental unit, and that the Landlord asked the Tenant to sign an N11 after he complained about the alleged mold and asked for their refrigerator to be repaired. The Tenant did not include any dates with respect to these allegations on the T2 application.
3. On the Tenant's T6 application, the Tenant claimed that there was black mold in the unit and that they informed the Landlord about this issue on June 19, 2023.
4. Prior to the hearing of February 11, 2026 the parties attended an adjudicative case conference.
5. After the conference, the Tenant was ordered to amend their application to include dates and details by October 31, 2025.
6. The Tenant never amended their application.

7. The Landlord stated that they were unable to properly prepare for the hearing because the Tenant's application lacked dates and details.
8. I declined to hear the Tenant's T2 application. The Tenant did not plead the allegations with sufficient detail to allow the Landlord to prepare for the hearing. The Landlord stated that they were unclear as to what the Tenant's allegations were with respect to the N11.
9. I did find that the T6 application contained sufficient detail for the Landlord to be able to prepare for the hearing, as it references an active problem with mold and the date on which the Landlord was informed. The application proceeded as a T6 only.

Maintenance

10. The Tenant claimed that a flood occurred in the rental unit on May 19, 2023 and that about a month afterwards mold began to form along portions of the basement's floor/walls, and that this mold travelled onto the edge of the Tenant's bathtub, and into an upper kitchen cabinet.
11. The Tenant stated that he informed the Landlord about the mold on June 19, 2023 and that the Landlord never remediated it. The Tenant stated that there was a presence of mold until his move out date of December 30, 2024. In terms of impact, the Tenant testified that this created a mildew smell in the rental unit, and it caused him to develop a skin reaction. The Tenant did not provide any evidence of having developed a medical condition, or having received a positive mold test result.
12. The Landlord testified that after the flood, he immediately vacuumed up the small amount of water which had entered the unit's basement, and likely would have used a dehumidifier to remove moisture from the air. In addition, the Landlord stated that he patched up the source of the leak outside of the unit, along a segment of concrete, and that this work was conducted within a few days of the flood. The Landlord testified that the photos shown by the Tenant were of surface level dirt, and that with respect to the edge of the Tenant's bathtub, it was the Tenant's responsibility to maintain ordinary cleanliness of the unit as enumerated in section 33 of the Act.
13. On cross-examination of the Tenant, the Tenant stated that he never attempted to clean the buildup shown in the pictures entered into evidence. In addition, when asked how the requested abatement of \$1,100.00 related to the issue of mold, the Tenant stated that he was seeking this sum as compensation because of the penalties he incurred in needing to draw down on a registered savings account, in order to pay the Landlord for the arrears he owed in a separate application.
14. Based on the limited evidence provided by the Tenant, I was not satisfied on a balance of probabilities that the Landlord breached their maintenance obligations under section 20 of the Act.
15. The Tenant provided no evidence that the buildup in the photos was toxic mold, as opposed to surface level debris/dirt. In addition, the Tenant's requested abatement is not connected to the issue of mold in the unit. The Tenant also sought a work order as a remedy on the T6 application. No work order is imposed on the Landlord because the tenancy has come to an end.

It is ordered that:

1. The Tenant's application is dismissed.

February 26, 2026

Date Issued

Madeline Ntoukas

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.