



**Order under Section 30
Residential Tenancies Act, 2006**

Citation: GOSSE v INFINITY PROPERTY SERVICES, 2026 ONLTB 16858

Date: 2026-02-26

File Number: LTB-T-058357-22

LTB-T-089518-23

In the matter of: 5 SUNSET CRES
COLDWATER ON L0K1E0

Between: SHARON GOSSE Tenant

And

INFINITY PROPERTY SERVICES Landlord

SHARON GOSSE (the 'Tenant') applied for an order determining that INFINITY PROPERTY SERVICES (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 (**T6 Application**).

The Tenant also applied for an order determining that the Landlord (**T2 Application**):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on October 29, 2024 and November 20, 2025.

The Landlord's legal representative, L. Dubois, and the Tenant attended the hearings. The Landlord's agent, L. Craft was present at the November 20, 2025 hearing.

Determinations:

T2 Application

1. Section 22 of the *Residential Tenancies Act, 2006*, the ("Act"), provides that, a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.
2. In the case before me, the Tenant sought to raise substantial interference issues relating to:
 - a) an alleged bedbug infestation between April 23, 2020 to October 15, 2020;

- b) a mold concern raised on a single occasion in 2016, with the Tenant conceding that no further allegations have been made since that time; and
 - c) a roof leak that occurred in 2004 and was repaired in 2005.
3. Subsection 29(2) of the Act provides that, no application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.
 4. In this case, the issues raised by the Tenant occurred more than one year prior to the filing of the application. I therefore find that the Tenant is statute-barred from pursuing those claims pursuant to subsection 29(2) of the Act.
 5. As a result, the Tenant's T2 application is dismissed.

T6 Application

6. On consent of the parties and pursuant to section 200(1) of the Act, the Application is amended to include maintenance allegations with respects to windows, mold and moisture issues within the rental unit.
7. The Tenant seeks the following remedies:
 - a) an order requiring the Landlord to complete pest control treatment to eliminate any bedbugs in the rental unit; and
 - b) an order requiring the Landlord to conduct an air quality test to determine whether mold residue is present in the unit.

Tenant's Testimony

Bedbugs

8. The Tenant testified that she experienced a bedbug infestation between 2020 and 2024. She acknowledged that the Landlord retained the services of Orkin Pest Control to attend at the rental unit on several occasions to conduct inspections and treatment, and no evidence of bedbugs was identified by Orkin during those attendances. The Tenant further concedes that as of April 1, 2024, she has not observed bedbugs in her unit and confirmed at the hearing that none were present as of the hearing date.
9. As the only remedy sought with respect to this issue is an order requiring the Landlord to conduct pest control treatment, and the Tenant acknowledges that no bedbugs are presently in the unit, I find that the issue is moot. Accordingly, the bedbug allegation is not considered further in my determination.

Windows

10. The Tenant testified that three upper-level windows in the rental unit were replaced on December 19, 2024. However, the Tenant states that the windows in her laundry room located in the basement are a concern.

11. The Tenant submitted a photograph of the laundry room window taken approximately one year prior to the hearing and asserts that the window has mold. Upon review of the photograph, dark discoloration is visible along the side of the window frame. The Tenant testified that the Landlord arranged for a contractor to attend the unit on November 30, 2023. She acknowledged that the window was cleaned at that time and that red tape was applied around the window frame. The Tenant is unaware of the full extent of the work completed; however, she confirmed that as of the hearing date, red tape remains around the window frame.
12. During the hearing, the Tenant displayed the current condition of the window through her phone camera. No dark staining or visible mold was observed around the window or frame. However, red tape remained visible around the perimeter, and the Tenant pointed to a clear plastic covering affixed over the window. The Tenant testified that she does not know why the plastic covering and tape remain in place and stated that the plastic obstructs her view to the outside. The Tenant stated that the tape and plastic covering have been in place since November 30, 2023. She further testified that she did not raise the issue with the Landlord because she believed all the windows in the unit would be replaced.
13. The Tenant further testified that two additional basement windows have condensation between the panes, which she states results in ice buildup during colder weather and prevents her from seeing clearly through the windows. She testified that she first raised this concern with the Landlord in June 2023 and submitted two photographs in support of this allegation. Upon review of the photographs, neither mold nor ice buildup is apparent. The Tenant was unable to recall when the photographs were taken.
14. In cross-examination, the Tenant conceded that, following the replacement of the three upper-level windows on December 19, 2024, she did not raise any further concerns with the Landlord regarding the remaining basement windows. She testified that she did not do so because the Landlord does not respond to her communications. The Tenant further acknowledged that on November 14, 2024, the Landlord advised her that only the three upper-level windows would be repaired. She further conceded that after this communication, she did not advise the Landlord that the additional basement windows remained a concern.
15. The Tenant also submitted a copy of an email sent to the Landlord dated September 29, 2015. In part, the e-mail states: "it appears there is mold in the window in the kitchen near the side door." The Tenant testified that the Landlord conducts annual inspections of the rental unit and that, during those inspections, she shows the Landlord what she describes as mold around the kitchen window. No photographs of the kitchen window was submitted into evidence. In cross examination the Tenant conceded that as of April 1, 2025, she was aware that the Landlord took the position that all window maintenance issues had been rectified. Although the Tenant disagrees with that position, she acknowledged that she did not raise any further concerns with the Landlord after that date.

Mold

16. The Tenant submitted two photographs taken approximately 15 years prior to the hearing and testified that mold has been present in the rental unit. She testified that holes in the

roof had previously caused the ceiling to cave in, which she believes resulted in mold. The Tenant further testified that a company advised her that mold could spread through electrical outlets. However, the Tenant did not submit a mold assessment, inspection report, or any recent photographs showing mold in the unit. The Tenant was also unable to identify the company that allegedly provided this information.

17. In cross-examination, the Tenant testified that she believes mold has been present and growing in the unit for approximately 20 years. However, she did not submit documentary or expert evidence to substantiate this belief.
18. The Tenant testified that the Landlord attended the rental unit to investigate her mold concerns and that no mold was identified during that investigation. She further testified that the investigation resulted in the Landlord leaving open holes throughout the unit and requests that the Landlord be ordered repair those holes. Damage to open holes were not alleged in the Tenant's application, and therefore, this issue is not considered in my determination.
19. The Tenant testified that she has resided in the unit for 28 years, pay's her rent on time and maintains a clean home. She stated that she wishes to live in a healthy environment. The Tenant acknowledged that she does not have proof that mold exists in the unit but testified that she believes mold is present.
20. The Tenant requests that an order requiring the Landlord to conduct an air quality test to confirm whether mold is present in the unit. The Tenant further requests that the Landlord inspect the basement windows, as she believes they are not properly balanced.

Landlord's Testimony

21. Laura Craft (LC), the Landlord's property administrator testified that her responsibilities include responding to tenant complaints and maintenance inquiries. She testified that tenants may report maintenance concerns by telephone, e-mail, or by submitting written work orders.
22. LC testified that, following receipt of the Tenant's application, she reviewed the Landlord's records and followed up with maintenance staff to determine whether the Tenant had submitted written workorders relating to mold or window concerns. She testified that no such work orders were found.
23. LC further testified that she had contacted the Tenant on several occasions to inquire whether there are any outstanding maintenance concerns requiring attention, and that the Tenant advised her that there were no new issues.
24. LC relied on two invoices from Service 1 Enterprises and testified that mold remediation was completed in the unit in November 2023, including work relating to basement and laundry room windows. She further testified that additional remediation was completed in March 2024, including the basement laundry room and two upper- level bedroom closets. LC testified that the Tenant has not advised the Landlord that the remediation work was unsuccessful or that mold persists in the unit.

25. LC testified that the Landlord conducts annual inspections of the rental unit, with the most recent inspection occurring on October 9, 2024. She testified that no new mold concerns were identified or raised by the Tenant during that inspection. LC further testified that no additional concerns regarding the windows have been raised by the Tenant since that time.
26. Although given the opportunity to do so, the Tenant chose not cross examine LC.
27. The Landlord requests that the application be dismissed. The Landlord submits that mold remediation was completed in the rental unit on two occasions and that, since April 2024, the Tenant has not raised any new further mold concerns.
28. The Landlord further submits that the application does not clearly identify which window requires maintenance. The Landlord notes that three upper-level windows were replaced in December 2024 and submits that the Tenant has not raised any further window related concerns since that time.

Analysis

29. Section 20(1) of the Act provides that, 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.
30. In order to succeed on this application, the Tenant bears the onus of establishing, on a balance of probabilities, that the Landlord failed to meet these obligations.
31. With respect to mold, the Tenant believes mold is present in the unit and relies on photographs taken 15 years ago and historical concerns dating back approximately 20 years. However, the Tenant did not submit recent photographs, inspection reports, or expert evidence confirming the presence of mold in the unit. The Tenant also acknowledged that, when the Landlord investigated her concerns, mold was not identified.
32. The Landlord submitted invoices confirming mold remediation was completed in November 2023 and March 2024 in areas identified as concerns, including the basement laundry room and certain closets. There is no persuasive evidence before me that this remediation was inadequate or that mold persists in the unit. The Tenant also conceded that she did not raise further mold concerns with the Landlord after April 2025, despite being aware that the Landlord considered the issues resolved.
33. With respect to the windows, the evidence establishes that three upper-level windows were replaced in December 2024. Although the Tenant expressed concern about basement and kitchen windows, the Tenant did not provide clear or contemporaneous photographic evidence demonstrating mold, structural failure, or another condition requiring repair. The photographs submitted did not show visible mold, and no objective evidence was presented confirming condensation, ice buildup, or disrepair requiring corrective action.
34. I also find it significant that the Tenant did not notify the Landlord of ongoing window concerns after being advised in November 2024 which windows would be replaced, and did not submit work orders or other communications demonstrating unresolved

maintenance issues. The Landlords evidence indicates that annual inspections were conducted and that remediation and repair work was undertaken when concerns were identified.

35. With respect to the red tape and plastic covering affixed to the basement laundry room window, the evidence does not establish that these materials are mold or evidence of an ongoing mold condition. The Tenant acknowledged that the materials were installed by the Landlord's contractor during remediation work on November 30, 2023. While there is no evidence before me that the tape and plastic covering presently pose a health or safety concern or constitute disrepair, they appear to be remnants of prior maintenance work. As these materials were installed in the course of the Landlord's remediation efforts, I find that the Landlord is in the best position to determine whether they remain necessary. Accordingly, the Landlord is on notice of the Tenant's concern and should assess whether the tape and plastic covering can be safely removed or whether further repair is required.
36. Based on the totality of the evidence, I find that the Tenant has not established, on a balance of probabilities, that the Landlord is currently in breach of section 20(1) of the Act. The Tenant's belief that mold may be present, without supporting objective evidence, is insufficient to justify an order requiring an air quality test or further remedial work.
37. As a result, I am not satisfied that an order is warranted requiring the Landlord to conduct additional mold testing or further window repairs.
38. The Tenant's T6 application is dismissed.

It is ordered that:

T2 Application

1. The Tenant's T2 application is dismissed.

T6 Application

2. The Tenant's T6 application is dismissed.

March 2, 2026
Date Issued

Mayra Sawicki
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.