



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-024781-25 / LTB-L-097350-24 / LTB-T-088970-24

In the matter of: 2941 SALERNO CRES
MISSISSAUGA ON L5N1T3

Between: Chiara Yousef Landlord

And

Maria TORRES MARTINEZ Tenant

Chiara Yousef (the 'Landlord') applied for an order to terminate the tenancy and evict Maria TORRES MARTINEZ (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (LTB-L-024781-25).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has:

- substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- wilfully or negligently caused undue damage to the premises (LTB-L-097350-24)

The Tenant applied for an order (LTB-T-088970-24) determining that the Landlord:

- collected or retained money illegally (T1 Application),
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household; and harassed, obstructed, coerced, threatened, or interfered with the Tenant (T2 application), 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 (T6 Application).

The applications were heard by videoconference on February 19, 2026. The Landlord and the Tenant attended the hearing. The Landlord's witness, A. Wywijas (AW), also attended the hearing.

LTB-L-024781-25 was amended to reflect the accurate amount paid and owed by the Tenant for the period ending November 30, 2024.

On a preliminary basis, the Member at a hearing on October 23, 2025, informed the Landlord that the Notice to End your Tenancy Early For Non-payment of Rent (N4) and Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) were invalid. The Landlord, aware that the tenancy cannot be terminated as a result, opted to proceed with an arrears and damages only application.

The Landlord withdrew the claim about unpaid utilities because it has been resolved.

Determinations:

LTB-L-024781-25

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. The Tenant is in possession of the rental unit.
3. The lawful rent is \$3,015.91, due on the first day of each month.
4. The Tenant paid to the Landlord \$1,445.22 in November 2024.
5. The Landlord testified that the Tenant did not pay the rent in full in November 2024 due to a complaint about a stove. The Landlord on October 28, 2025, informed the Tenant that she would send an agent to the unit for an inspection. In response, the Tenant stated that she would hire her own contractor and purchase a stove despite the Landlord's entreaties that she refrain from doing so.
6. The Tenant testified that following her complaint about the stove not working properly on October 23, 2024, the Landlord responded in an email dated October 25, 2024, that she was not responsible for the stove. As a result, the Tenant went ahead to purchase a stove for \$1,316.44 on November 2, 2024, an amount she deducted from the rent.
7. The emails provided by the Tenant confirms both versions of events. While the Landlord ignorantly stated that she was not responsible for the stove on October 25, 2024, by October 28, she asked to send a contractor to the unit, but the Tenant refused. The Tenant in an email on October 29, 2024, asked the Landlord to cancel the appointment and stated that if anyone showed up for an inspection, she would call the police.
8. I find the Tenant's stance unreasonable, and she cannot claim that the Landlord's failure to repair the stove caused her to purchase a new one on November 2, 2025, when she threatened to call the police on the Landlord if she attempted to send a contractor to the unit on October 29, 2024. As a result, the Tenant is liable for the unpaid portion of the rent for November 2024.
9. The rent arrears owing to November 30, 2024, are \$1,570.69.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

LTB-T-088970-24

11. The Tenant Application for a Rebate (T1), Application about Tenant Rights (T2), and Tenant Application about Maintenance (T6) did not contain the dates on which the offending conduct occurred.
12. The complaints about the Landlord collecting an illegal rent are based on the Tenant's dissatisfaction with the basement of the rental home.
13. The complaints about the stove and mold are resolved in this order.
14. The Tenant's concern that she may get evicted because the Landlord cannot afford repairs, is unfounded.
15. This application will be dismissed.

LTB-L-097350-24

16. The outstanding issue in this application revolves around mold which the Landlord discovered in both washrooms in the rental unit on September 12, 2025, when she sent a contractor to inspect the Tenant's complaint about 'water in property everywhere'.
17. The Landlord testified that she incurred reasonable out of pocket expenses of \$3,390.00 because she hired a contractor to clean the mold off the ceiling and floors. The Landlord believes the Tenant is responsible for the mold because she removed a glass door from the bathtub which caused water to drip to the floor.
18. The Landlord's witness, AW, testified that he cleaned the mold which was caused by excess steam in the bathroom due to a clogged fan. He confirmed that the Tenant had asked him why water seeps out of the bathtub in spite of the glass door, and he told her a shower curtain was a better option to prevent it.
19. The Tenant testified that she did not cause the mold and that she removed the glass door because it retained steam and moisture in the bathroom.
20. Based on all the evidence, the Landlord has failed to demonstrate that the Tenant caused the mold to grow in both bathrooms. The Landlord's witness testified that the cause was excess moisture because of a clogged fan, and while the Landlord asserts that the Tenant never reported the mold issue to them, the Tenant denied the assertion. This application will be dismissed.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,756.69. This amount includes rent arrears owing up to November 30, 2024. See Schedule 1 for the calculation of the amount owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026, at 4.00% annually on the balance outstanding.
3. The Landlord's application, LTB-L-097350-24, is dismissed.

4. The Tenant's application, LTB-T-088970-24, is also dismissed.

March 6, 2026

Date Issued

Jitewa Edu

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To November 30, 2024	\$1,570.69
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,756.69