



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-093035-23

In the matter of: Main Floor, 100 Cayuga Avenue West
Toronto Ontario M6N2G3

Between: Christina Vicente Tenant

And

Omar Ozek Landlords
Turkan Ozek

Christina Vicente (the 'Tenant') applied for an order determining that Omar Ozek and Turkan Ozek (the 'Landlord') failed to meet the Landlords' 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 25, 2026.

The first named Landlord, the Landlord's daughter, Hacer Ozek, acting as translator for the Landlord, the Tenant, and the Tenant's representative, Aliesha Davis attended the hearing.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: the Landlords failed to meet the Landlords' maintenance obligations under the Act.
2. Therefore, the Landlords must compensate the Tenant in the amount of \$18,000.00 and must complete the repair of the mould problems in the rental unit.

Tenant's evidence

3. This application is about the Tenant's allegations of black mould (mould) in the rental unit. The Tenant says she brought this issue to the attention of the Landlords, but the Landlords were not successful in remedying the problem. The Landlords say the problem is not mould, and that they have fixed the problem.
4. The Tenant testified that she initially brought the issue of mould in her rental unit to the attention of the Landlords in September of 2023. She sent a text message to the Landlords at that time and subsequently sent photos detailing the problem. Text messages

confirming this can be found in DOC – 2341969 filed in the portal. The Tenant testified that she was told by the Landlords to “clean it herself” and to consider moving out if she did not like it.

5. Although the Tenant had noticed the mould months prior to notifying the Landlords, after getting sick and believing it was due to the mould, she attempted to clean it and bleached it to try to get rid of it. She advised the Landlords that she had tried to bleach the mould many times. Pictures, time stamped November 8, 2023, found in DOC- 7388743, evidenced her attempts to fix the problem. She had forwarded these pictures to the Landlords. She testified that the mould was located in the bathroom all around the tub and then spread up to and around the sink. She noted that the sliding doors also have mould.
6. The Tenant testified that she was later advised that bleach does not actually stop or kill mould.
7. The Tenant testified that she sent follow up messages to the Landlords regarding the mould on October 22, 2023. Copies of these text messages are found in the portal.
8. The Tenant testified that she suffers from health problems related to the mould. Whenever she was away from the unit, she would feel fine, but upon returning to the unit, would get sick. A doctor’s note dated November 20, 2023, located at page 45 of the Tenant’s evidence package (DOC-7388743) indicates that the Tenant suffers from a lung condition for which she is undergoing investigations and treatments. At that time, the Tenant says she stayed with a friend for 1 to 2 weeks, and when she returned to her unit, stayed away from the bathroom, using her gym to shower to avoid being exposed to the mould in the bathroom.
9. Another medical note, dated February 24, 2026, was submitted (DOC- 7438534) which indicated that after returning from a trip when she was away from the rental unit, the Tenant developed cough episodes in her rental unit. The doctor indicated that “it is possible that mold in her apartment may contribute to her symptoms.”
10. The Tenant testified that in addition to her health problems, having the mould prevented her from hosting people in her unit, and she had to, and continues to, shower at her gym to avoid being exposed to the mould.
11. The Tenant testified that she did not receive an action plan from the Landlord to address the mould. She testified that the Landlord tried to remedy the situation by covering the mould with a sealant. This attempt was not effective in getting rid of the mould.
12. The Tenant submits that to the date of the hearing, it has been 908 days since she notified the Landlords of the problems with mould in her bathroom and on the sliding door, and it has still not been successfully removed.

Landlords’ Evidence

13. The first named Landlord (OO) testified with the assistance of his daughter who translated for him.

14. OO testified that when the mould issue was brought to his attention, he went over to look at it, scraped it off, and removed the caulking. He denied covering up the mould. He also testified that he gave the Tenant spray for what he alleged was dirt (not mould) and said she was satisfied with his actions to address the problem.
15. OO said that he did not call an expert to address this problem. He said he did the repairs himself because he did not believe it was mould. He did not provide any accommodations to the Tenant for any inconvenience arising from the mould problem, and said that every time he left the premises, the Tenant was satisfied with the steps he was taking to address the mould.
16. OO testified that he was not aware of the evidence before the Tribunal and said that he has not been able to access the portal. He said that if he had pictures he could upload, he would be able to better argue the case. He said he was unprepared and did not have time to access and upload evidence. He acknowledged that he had previously uploaded evidence and had always previously been prepared for hearings in which he appeared. He said that if he had time, he could find emails with the building inspector. He did not detail what those emails would say. He did not seek an adjournment based on his lack of preparedness.

Analysis

17. This application is before the Board pursuant to section 20(1) of the Residential Tenancies Act which reads:

Landlord's responsibility to repair

20 (1) 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. 2006, c. 17, s. 20 (1).

Same

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement.

18. The Board considered the testimony of both parties in outlining the alleged mould problem, including the notice provided by the Tenant to the Landlords of the problems, the Landlords' response to the problem, and the impact on the Tenant.
19. I am satisfied that the Tenant provided notice to the Landlords of the problem which she identified as mould in September of 2023, based on the text messages submitted in evidence. I am also satisfied that she tried to address the problem herself by deep and extensive cleaning and bleaching the mould, efforts which did not successfully get rid of the mould. This lends credibility to the presumption that the problem was mould, because if it was just dirt, the bleach would have removed it. The Tenant's testimony on her efforts to address the problem was credible, detailed, and supported by documentary evidence. On a balance of probabilities, it appears that the issue identified in the bathroom is mould. I am also satisfied that there may be some health issues for the Tenant arising from this unresolved problem.

20. I do not find that the Landlords responded in a timely and effective manner. When the Landlords attended the premises, they took the position that the mould was dirt and could be cleaned. The Landlords were not able to get rid of the problem by cleaning and other efforts they made, which suggests that this was not an issue of “dirt”. The Landlords indicated that they never consulted with any experts to confirm whether or not there was mould (as opposed to their conclusion that it was dirt) and to ascertain how to successfully address the problem. By their own testimony, their attempts to resolve the issue were not successful. In addition, they exacerbated the situation by telling the Tenant to move out if she did not like living with this problem. This was documented as noted above in the text messaging and was not refuted by the Landlords in their testimony.
21. The Landlords indicated that they were not prepared for the hearing. They did not seek an adjournment. I note that this matter has been longstanding with the Tenant’s issues outstanding since 2023. The text messages and pictures referred to by the Tenant had all been provided to the Landlords over 2 years ago. I find that the Landlords were well aware of the case to be met and had adequate time to file any documentation needed to support their case.
22. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
23. I find that the Landlords failed to meet the Landlords’ obligations under subsection 20(1) of the Act to repair the rental unit. In addition to delayed response, they did not effectively address the problem. They failed to ascertain the true nature of the mould, taking the position that it was “dirt”, did not provide an effect plan of action to address the problem, and did not consult with experts for assistance. I do not find that the Landlords’ response to the issue was reasonable in the circumstances.
24. This Order contains all of the reasons within it. No further reasons will be issued.

Remedies

25. Based on the information above, I find that a rent abatement of \$18,000.00 is appropriate in the circumstances. This has been calculated on the basis of a rent abatement of 30% per month from September 2023, the date the Tenant initially contacted the Landlord regarding the issue, to the date of the hearing. Rent amount: $\$2,000.00 \times 30\% = \600.00 x 30 months = \$18,000.00.
26. The following additional remedies are being ordered because the problem has not yet been fixed, and the Tenant continues to have to deal with the loss of the use of her shower and the other circumstances related to the existence of the mould.

It is ordered that:

1. The Landlords shall repair the areas where mould is located: namely the bathroom and the sliding door by March 30, 2026.
2. If the Landlords do not do the repairs by March 30, 2026, the Tenant is authorized to arrange for the repairs to be done and may recover the cost of the repair(s) by deducting the amount from the rent owing for the months after the repairs are done until there is no longer any money owing.
3. The Landlords shall also pay the Tenant is \$18,000.00. This amount represents:
 - \$18,000.00 for a rent abatement for the period ending February 2026: Rent amount: $\$2,000.00 \times 30\% = \$600.00 \times 30 \text{ months} = \$18,000.00$.
4. The Landlords shall pay the Tenant the full amount owing by March 29, 2026.
5. If the Landlords do not pay the Tenant the full amount owing by March 29, 2026, the Landlords will owe interest. This will be simple interest calculated from March 30, 2026, at 4.00% annually on the balance outstanding.
6. If the Landlords do not pay the Tenant the full amount owing by March 29, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the months after the repairs are done until there is no longer any money owing.
7. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 18, 2026
Date Issued

Stephanie Ball
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.

