



Order under Section 30 Residential Tenancies Act, 2006

Citation: Topping v Dalas, 2026 ONLTB 8

Date: 2026-03-13

File Number: LTB-T-025640-23

In the matter of: 2109, 19 BATHURST ST
TORONTO ON M5V0N2

Between: Princessa Topping Tenant

And

Danish Dalas Landlords
Condo Wong

Princessa Topping (the 'Tenant') applied for an order determining that Danish Dalas and Condo Wong (the 'Landlord's') 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 November 18, 2025, and was adjourned for lack of time to finish the proceedings, and I am seized.

The Tenant's Legal Representative, Angela Smith and the Tenant attended the hearing.

The Landlord's Legal Representative, Vijayant Sood and the Landlord, Danish Dalas attended the hearing.

As of 1:30 pm, the Landlords Property Manager, Condo Wong was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

The matter reconvened on March 4, 2026.

The Tenant's Legal Representative, Glenn Gosling and the Tenant attended the hearing.

The Landlord's Legal Representative, Vijayant Sood and the Landlord, Danish Dalas attended the hearing.

As of 9:38 am, the Landlords Property Manager, Condo Wong was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue

1. At the hearing on November 18, 2025, the Tenant's Legal Representative brought up a preliminary issue as to whether the Landlord's Legal Representative was also representing Condo Wong.
2. The Tenant's Legal Representative was under the understanding that Mr. Dylan was still on the file as a representative for Condo Wong, so she served him the amended application, and he responded that he was no longer on the file. She then served the amended application and the evidence to Vivian Tran of Condo Wong at the general info email address. Ms Tran responded on November 11, 2025, asking to be removed from the correspondence as she is currently on maternity leave, The Tenant's Legal Representative advised her that she could not remove her as she is a party to the application. Vivian Tran then provided her with another email address that she could send documents to. She responded and stated that she could send it to rental@condowong.ca, she served the materials to this email and received no response.
3. The Landlord's Legal Representative confirmed Condo Wong should remain as a named Landlord as they were the Property Manager of the Landlord through the duration of the tenancy with the Tenant. It wasn't until after Tenant vacated on October 12, 2023, the Landlord ended the employment of Condo Wong.
4. The Landlord's Legal Representative confirmed that he is not representing Condo Wong.
5. Based on the above submissions I am satisfied that Condo Wong should remain a named Landlord and they were the Property Manager for the Landlord for the duration of the tenancy.
6. I am also satisfied that Condo Wong was served the Notice of Hearing for both the November 18, 2025, and March 4, 2026, hearing dates.

Amending the Application

7. At the hearing on March 4, 2026, the Tenants Legal Representative requested an amendment to Remedy 1, being the rent abatement as there was a miscalculation. He requested to amend the amount from \$5,700.00 to \$4,800.00.
8. I consented to the amendment as there was no prejudice to the Landlord's as this was for a lesser amount.

Determinations:

9. As explained below, the Tenant proved on a balance of probabilities some of the allegations contained in this application.
10. On March 27, 2023, the Tenant filed a T6 application (T6) pursuant to s. 29(1) of the *Residential Tenancies Act, 2006* (the 'Act') alleging the Landlord is failing to meet maintenance and safety obligations under the Act.
11. The Tenant is alleging the Landlord's failed to address the HVAC issues related to heating and cooling, failed to fix a broken toilet seat, failed to fix a faulty kitchen sink nozzle in an appropriate amount of time, failed to fix water damage due to Flood #1 and Flood #2, which created mould, failed to address a noise in pipe riser room. The Tenant also alleges there was an unlawful/incorrect rental increase. At the hearing on November 18, 2025, I advised the Tenant's Legal Representative that I would not be considering an unlawful/incorrect rent increase on the T6 application for maintenance,
12. The Tenant is seeking the following remedies:
 - A rent abatement in the amount of \$4,800.00, calculated at 20% of \$2,000.00 for the 12-month period of October 1, 2022, to September 30, 2023.
 - \$712.00 for the replacement of her Roomba vacuum and \$113.00 for the cost of having to have her carpet cleaned.
 - Moving costs in the amount of \$670.00
 - Other remedies- \$19,500.00 in compensation for difference in rent at her new rental unit from October 1, 2023, to October 12, 2024.
 - General damages in the amount of \$2,500.
13. The Tenant is no longer in possession of the rental unit having vacated on October 12, 2023.
14. Section 20 of the Act holds the landlord 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.
15. In *Onyskiw v. CJM Property Management*, 2016 ONCA 477 (CanLII), the Court of Appeal determined that a contextual approach should be adopted when considering a landlord's potential breach of subsection 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.
16. I must also apply subsection 30(2) of the Act and consider whether the Tenant advised the Landlord's of the alleged breaches before applying to the Board, and the parties' duty to mitigate found in section 16 of the Act.
17. Additionally, in accordance with section 16 of the Act, when a landlord becomes liable to pay any amount as a result of a breach of subsection 20(1), the tenant has a duty to take reasonable steps to minimize the loss.

18. In determining whether the Landlords have breached their obligation to repair and maintain, the Board must first consider whether a maintenance or repair issue existed. The Board must then consider when the Landlords were informed of the issue or should reasonably have been aware of the issue.

Tenant's Evidence

19. She testified she was the first occupant of the rental unit and moved in on November 13, 2020, and was solely dealing with a representative from Condo Wong, who was the Property Manager for the Landlord. The rental unit is a 1 bedroom, 1 den, 1 bathroom unit.
20. She testified the Landlord's Property Manager, Condo Wong was responsible for all aspects of her tenancy including documents, leasing, keys, collecting rent. At the beginning of her tenancy, she did not have the contact information for the Landlord, just the contact information for Condo Wong.
21. She was first dealing with an employee of Condo Wong by the name of Andrew Young. After he was no longer with Condo Wong she started to deal with Vivian Tran as her main contact with Condo Wong.
22. She testified she was aware that there were several issues with the builder regarding issues in the building.

Tenant's Evidence- Flood #1 and Flood #2

23. She testified on August 7, 2022, her kitchen sink overflowed in her rental unit, this was an accident, and it damaged a floorboard in the kitchen area (Flood #1). She provided a photograph of the damaged floorboard. The water damage appears to be just on one floorboard. DOC 6765384, Page 51.
24. She testified she notified Condo Wong right away that sink in the rental unit accidentally overflowed and asked if they could bring in fans to dry up the area. She testified no one came to the rental unit to look at this damage until January 23, 2023.
25. She provided an email that was sent to the Condo Management Company and cc'd Condo Wong on August 8, 2022, that indicated that her sink had overflowed the night before affecting several floorboards, as well as the cabinet door and dishwasher cover. In her email she also asked that any reply to her also include Condo Wong as they manage the rental unit for the Landlord. The Condo Management Company advised the Tenant that this issue was the responsibility of the Landlord's and not the condo management company. On the same day Vivian from Condo Wong responded to the Tenant stating they would have a contractor come and look and for the Tenant to ensure the water valves under the sink were turned off for now. The Tenant responded and advised the overflow was from a freak accident where the sink overflowed and not from a burst pipe and the primary concern was the integrity of the cabinets and the floor. In this email correspondence Condo Wong asked the site administrator if he could lend the Tenant fans

and he stated that he did not have any fans on site that could be borrowed at that time. DOC-6765384, Page 18.

26. She testified no fans were brought into the rental unit.
27. She testified approximately one week after the sink overflowed, she flagged to Condo Wong that the cabinet that was damaged by the sink overflow was swelling, and it was going to fall off. She testified she unscrewed the front panel from the dishwasher that is attached to the door as it was swelling. She notes the dishwasher would not stay closed with the panel being removed.
28. She testified she provided the Landlord with \$1000.00 to cover the costs of his deductible for the damage in the kitchen due to her sink overflowing as the Landlord told her he needed to go through his insurance company. She did not file a claim with her insurance company at this time. She provided email correspondence between herself and Vivian Tran regarding the \$1,000.00 deductible. DOC 6765384, Page 17.
29. There was further correspondence from the Tenant to Vivian Tran asking for updates on timing as it had been several weeks since she made the payment to the Landlord and had not heard anything back. Vivian Tran responded on August 31, 2022, that they had reached out to the insurance company and was awaiting a timeline. DOC-6765384, Page 16.
30. The Tenant followed up again on September 16, 2022, and states it had been 5 weeks since she sent the deductible and over two weeks since she has heard from Condo Wong, her email states that no one has come to access the damage and since the original photos were taken on August 7, 2022, the date of the sink overflowing, the cabinet door under the sink has now fallen off, and she is concerned of mould under the floor boards as she has been suffering with health issues for over a week and a half. DOC-6765384, Page 16.
31. On September 17, 2022, Vivian Tran responded and asked the Tenant to send updated photos as they are still trying to follow up with the Landlord's insurance company and she apologized for the delay. The Tenant replies and thanks her for copying her into the thread with the insurance company and advises her that she is yet to receive a call from the insurance company. DOC-6765384, Page 16.
32. She provided a letter dated March 21, 2022, from TSCC 2848 Management, Crossbridge Condominium Services that notified her that they had been receiving some report from residents regarding water accumulating underneath the flooring panels. The letter stated they would like to have Sense Engineering conduct an inspection of these units and they wanted to make sure they were not missing any other units. The letter asked her to do a quick inspection of the wood flooring panels to see if she noticed any bubbling up effect as shown in the pictures attached. The report showed photographs of what the water damage looked like in other units. She did not have any water related issues with her floorboards at the time, other than the floorboards in the kitchen from the sink overflow. DOC 6765384, Page 6-12.

33. She testified on December 15, 2022, she had emailed Condo Wong and let them know she had still not heard anything about the repairs from the sink overflow, and it had been four months, and the dishwasher situation was a hazard as it would not stay open once the panel was removed. DOC- 6765384, Page 40.
34. She testified there was a second flood in the rental unit on January 21, 2023, she was walking toward her bathroom area and water started to come up from the floorboards, she had no idea where this water was coming from and notified Condo Wong immediately who then notified the Landlord. She provided photographs of the floorboards she took on January 21, 2023, that show water damage under the floorboards. DOC 6765384, Page 64-74.
35. She recalls the condominium building maintenance attending the rental unit on the same day. They asked her to clear the closets in the rental unit, and they discovered mould in the closet. She provided photographs of what appears to be mould inside the closets that she took on that day. DOC-6765384, Page 73-77.
36. She testified because of these findings the condominiums building maintenance tried to address the nozzle issue in the pipe riser room, they cut holes in her closet and brought in industrial sized fans to dry out the rental unit. She believes this took place starting January 22, 2023.
37. She testified on the other side of this closet was a pipe riser room, which is not part of her rental unit, it was determined that there was a nozzle that was releasing steam that was causing dampness in the closet creating mould and dampness under her floorboards.
38. She provided photographs of the pipe riser room that showed an area of drywall cut open, a picture of the nozzle that was emitting steam and it was not located over the drainage and the steam led to higher temperatures which was causing the mould and water damage. DOC- 6765384, Page 84-87.
39. She testified because of Flood #2; she had to have her rug cleaned and had issues with her Roomba vacuum.
40. She testified after the flood on January 21, 2023, the Landlord reached out to her directly by iMessage, and this was the first time she was provided his contact information. She started to communicate with directly with him from his iMessage. His message from January 23, 2023, indicated he was the owner of the unit, it advised her he had been notified from the condo management team they were going to be sending a contractor the next day to do some work. The message also states in part that the Landlord would like to attend the rental unit so he can see the damage caused by the pipe riser room. DOC- 6765384, Page 20.
41. She testified on January 25, 2023, which was 4 days after Flood #2 in the rental unit the Landlord sent her a message that he had arrived the building to look at the damages DOC- 6765834, Page 26.

42. She testified in her messages with the Landlord from January 24, 2023, he did not know that the issues from the sink overflowing had not been rectified as he had been informed that Condo Wong would take care of it, but they never updated him. She advised him that this issue had still not been rectified even though she had paid the Landlord the \$1,000.00 deductible on August 11, 2022, and contractor from the insurance company had just come the week prior. DOC 6765384, Page 24.
43. She testified in the same message exchange with the Landlord, he asked her how her experience had been with Condo Wong, as he was thinking of ending his contract with them. The Tenant let him know they have been slow to respond with maintenance issues. The Landlord stated that he has had the same issue with them as well. DOC-6765384, Page 25.
44. She provided an email she sent to Condo Wong on February 9, 2023, that in part asked if there was an update on the claim and an estimated time that repairs would be scheduled. DOC-6765384, page 39.
45. She testified the \$1000.00 deductible was returned to her after the second flood occurred sometime late February 2023, and that her insurance company had been subrogated.
46. She testified when she vacated the rental unit on October 12, 2023, none of the repairs had been completed. She stated she flagged this with her insurance company, and they stated that was fraudulent activity however, unsure if they pursued the Landlord.
47. Her insurance company, TD Insurance had notified her by email on January 15, 2024, that a settlement has been reached with Landlords insurance company in the amount of \$10,865.68, this was for the damages only in the kitchen that was caused by the overflowing sink to replace the floors and cabinetry. DOC 6765384, Page 256.
48. On cross examination she testified the sink overflow was not the fault of the Landlord and was caused by the Tenant defrosting meat in the sink and not realizing the drain stopper was plugged and was an accident.
49. On cross examination she testified she was aware the flood in her rental unit on January 21, 2023, was caused by a pipe riser issue and the pipe riser room is a common element area and does not form part of her rental unit.
50. On cross examination she testified after she received the letter from the Condo Management Company advising of other units having issues with water under floorboards, she did not see this damage in your unit on that date.

Tenant's Evidence- Mould

51. She testified in early September 2022, she started to experience health issues, itchy eyes, stuffy nose, sore throat, breathing issues and she was prescribed asthma pumps. She stated she flagged this to the Landlord on September 19, 2022, that she suspected there could be mould. She believes this was possible because after her sink overflowed no

industrial fans were brought in and no one came to access the situation until several months later.

52. She testified after the flood that took place on January 21, 2023 (Flood #2) and the building had cleaned the wall that was shared with the piper riser room, the symptoms persisted.
53. She testified she had to attend the emergency room on two separate occasions in July 2023. She states she had been experiencing on going respiratory issues and trouble breathing so she attended the emergency room. Her first visit was July 20, 2023, she was having chest pain and at the hospital she had a CT scan, there was calcification on one of her lungs and she asked the attending doctor if it could be related to mould and was informed that it was possible. She states this was a new symptom and had not happened to her prior and she suspects it was related to mould. She provided a screen shot showing she visited the emergency department on July 20, 2023. She also provided an after-visit summary of her visit that shows the reason for her visit was shortness of breath and was experiencing pain, she was prescribed a medication to help as at that time the doctor was thinking it could be gastral related and was put on this medication and was cleared of all gastral related issues. She provided a copy of the After Visit Summary. DOC 6765384, Page 145 and 147.
54. She testified on July 25, 2023, she went back to the ER as she was still having trouble breathing and not getting better with the medication. She provided a screen shot of her visit that day. DOC 6765384, Page 145
55. She testified from the time she first flagged to the Landlord that there could possibly be mould in the rental unit being September 19, 2022, no one came to the rental unit to investigate the possible mould until July 2023.
56. She testified on July 25, 2023, a mould specialist attended the rental unit, she spoke to the mould specialist while she was there and was told the report would be ready soon and provided to the Landlord. She believes the report was sent to Condo Wong and the Landlord on July 31, 2023. She states she had to chase the Landlord for a copy of the report and Condo Wong gave her a copy of the report on August 18, 2023. A copy of the mould report was provided. DOC-6765384, Page 168-191.
57. She testified it was explained to her that in addition to testing inside the rental unit, they also tested the balcony as well as hallways outside the unit in the area of the pipe riser room. The report shows the following: DOC-6765384, Page 181.

Hallway at Pipe Riser Room- Medium Aspergillus/Penicillium, Contaminating Spores- None

Kitchen- High- Aspergillus/Penicillium- Contaminating Spores- Chaetomium, 213 spores/m3

Closet/Laundry at Floor- High- Aspergillus/Penicillium- Contaminating Spores- Chaetomium 120 Spores/m3

58. The mould report on Page 182, states:

Spore trap air sampling was performed in 2 areas of the unit along with the hallway outside the unit at the pipe riser room. Results for all three areas indicated elevations in *Aspergillus*/*Penicillium* spore types when compared to the outdoor control. The kitchen and closet samples showed contaminating spores in the form of *Chaetomium* typically associated with drywall mold.

59. The mould report on Page 183 states:

The suite is currently being impacted by moisture from the pipe riser room. Based on the extent of moisture found in the laminate flooring and results of the spore trap samples, all laminate flooring is considered mold impacted and disposal is required. The closet area is also impacted from the pipe riser room and additional removal, and remediation is required for both the closet and laundry cubby. Remedial efforts should follow the EACC guidelines for Level 2 (more than 1m²) mold remediation in order to mitigate the suite.

60. The mould report on Page 186, states:

Chaetomium:

This mold type is known to have allergen causing characteristics including Type 1 allergies (hay fever, asthma) and may cause onychomycosis (nail infection). Sterigmatocystin (a mycotoxin causing necrosis of the liver and kidney) is produced by rare species. Other compounds produced (which may not be mycotoxins in the strict sense) include a variety of mutagens.

Penicillium/*Aspergillus*

Penicillium and *Aspergillus* mold types are often reported and described together due to the fact that they are indistinguishable on spore traps via a microscope through non-viable methodology. These mold types are known as potential mycotoxin producers. These mold types have allergen causing characteristics including Type 1 allergies (hay fever, asthma) and Type 3 hypersensitivity pneumonitis.

61. After the report was given to her by Condo Wong on August 18, 2023, after multiple requests for the report, she stated there was an offer from Condo Wong to rip up and replace the floorboards. She states she asked to be provided the scope of the work as she worked from home, and this was not provided to her. There was an attempt to try and get her to agree to the storing of the floorboards in the rental unit, she states she had no space to do so and did not have a storage locker. She states on multiple occasions she asked for the scope of work so that she could make alternative arrangements and they could not give her a clear answer and said it could take a week, no offer to help to provide accommodations and booking a guest suite. She was told she could remain in the unit for the duration of the repairs; however, she understood that they would be also cleaning mould out of the unit, and she states it was a little intense to suggest that she remain in the

unit while mould is cleaned and floorboards replaced. She states it was not an unreasonable request for her not to remain in unit while mould was being cleaned.

62. Condo Wong reached out to her on August 16, 2023, advising that they were providing three dates to do the flooring. The Tenant responded asking again for a copy of the mould report and asked for clarification if these appointment times were for consult/inspection or to do the repairs. DOC-6765384, Page 160-166.
63. The Tenant testified she was provided a letter with the scope of the work that included all flooring in the rental unit to be replaced and could take up to four days. The letter stated that their experienced contractor will move her furniture around to get the job done. It stated most tenants typically choose to stay in the unit while floorings are being replaced, and she could certainly do the same. DOC-6765834, page 160.
64. She testified the work had not been completed when she vacated on October 12, 2023.
65. She testified she decided to vacate the rental unit because by the time she received the mould report it had been over a year since her sink overflowed. Even given her communication with Condo Wong and the Landlord there was never really any attempt to fix the issues. There was also constant back and forth from a communication perspective where both Condo Wong and the Landlord would say one thing, change the story and this put her in the middle trying to rectify the situation.
66. She testified the main reason she vacated was from a health perspective as it was not worth it for her to live in a space that was undoubtedly making her ill. She had possession of the rental unit until October 12, 2023, which was the last day of the rental period and had provided the Landlord with proper 60-day notice to vacate and she took possession of her new unit on October 10, 2023.
67. She testified if the repairs had of been completed, she would have loved to remain as she loved the unit, convenient location and access to amenities, she was quite happy in the space.
68. She testified since she has moved out, she has not had any ongoing lung issues or hospital visits and the symptoms that were affecting her at the time did not persist.
69. On cross examination, she testified she did not become aware of confirmed mould in September 2022, but she suspected there could be mould.
70. On cross examination, she testified she continued to reside in the rental unit even though she suspected mould.
71. On cross examination, she testified she did not provide a doctors note or report that state her symptoms were directly related or caused by mould.
72. On cross examination, she testified her emergency room discharge paperwork does not say her symptoms were caused by mould.

Tenant's Evidence- Noise in Pipe Riser Room

73. The Tenant testified on March 20, 2023, there was a shrill noise coming from this pipe riser room. She notes this noise was present on multiple floors in other pipe riser rooms where there was also water damage to the floorboards in other units and other pipe riser rooms throughout the building also had issues. Her rental unit was directly beside the pipe riser room. DOC-3742251.

Tenant's Evidence- HVAC Issues

74. The Tenant testified she reported the HVAC issue to the building, through the concierge service and then reported to Condo Wong.

75. The Tenant testified she was having issues with the HVAC system, most noticeably with the AC in May-June 2021 and reported this to Condo Wong.

76. She is not aware if the issue has been rectified at the time she vacated

77. She testified she raised the issue of HVAC several times, particularly when it was very hot, and she was told by Condo Wong that maybe she did not know how to use the system. She states the condo building she lives in was on the news for not having proper working AC.

78. She testified that in January 2023, an actuator was replaced by the condo's maintenance company, and after that the heat portion worked properly but could not comment on the AC as this occurred in the winter.

79. On cross examination, the Tenant testified the HVAC system is central to the building and serves many units and is not individual to the Tenants unit.

80. On cross examination she testified the HVAC had issues and malfunctioned, but it was not that it was continuous without air conditioning.

Tenant's Evidence-Toilet Seat

81. She testified she told Condo Wong of the issue with the toilet seat on May 2, 2022, and asked for it to be fixed, but they didn't fix it and advised her that it was normal wear and tear.

82. She repaired the toilet seat herself at a cost of \$73,43.

83. On cross examination, the Tenant testified the toilet seat broke while she was cleaning and the toilet was still useable with the broken seat.

Tenant's Evidence- Faulty Kitchen Sink Nozzle

- 84. She testified she believes she raised the kitchen faucet issue sometime in January 2023, and Condo Wong acknowledged this on January 14, 2023.
- 85. The issue with the kitchen sink nozzle was that when you pushed the button to adjust the spray it would spray everywhere. She testified on January 26, 2023, Condo Wong confirmed that the part had been ordered under warranty.
- 86. She testified the kitchen sink nozzle was replaced on February 16, 2023.

Landlord's Evidence

- 87. The Landlord, Danish Dalas testified that he has owned the rental unit for approximately 6 years this coming August.
- 88. He testified the building is a high-rise condominium and was built in 2020 and was new when he purchased it.
- 89. He testified there is a Property Manager for the condominium named First Service Residential.
- 90. He testified when he purchased the property, he hired his own Property Manager, Condo Wong who would only be responsible for the interior of his rental unit and they did not have the authority do to repairs on the common elements.
- 91. He testified he had complete confidence in the Property Management Company that he hired and did his research on them before hiring them.
- 92. He testified he did not interact with the Tenant as his Property Manager had all communications with the Tenant.
- 93. He testified if issues arose Condo Wong would fix or remediate them and then send him a copy of the invoice for payment.
- 94. He testified that Condo Wong had different representatives that would communicate with the Tenant.
- 95. On cross examination, he testified that he was always in constant communication with Condo Wong and that he would also monitor major repairs. If the repairs were minor or small, Condo Wong would address and then let him know it was fixed after they repaired.

Landlord's Evidence- Flood #1 and Flood #2

- 96. The Landlord, Danish Dalas testified he became aware on August 11, 2022, that there was a flood inside the rental unit (Flood #1) as the Tenant had overflowed her kitchen sink, and there was no damage to the rental unit below.

97. He testified after this flood; Condo Wong opened an insurance claim on the Landlords behalf.
98. He testified he believes the Tenants insurance company was subrogated from his insurance.
99. He testified he received a payment from the insurance company sometime in February 2023, which was in the amount of \$15,000.00.
100. He testified his plan was to immediately fix the flooring once the insurance claim was approved and the money was received.
101. He testified he purchased the flooring on February 17, 2023, and hired a contracting company IRRAZ Inc to install the flooring.
102. He testified shortly after buying the flooring the contractor tried to do the flooring repairs and called the Tenant when he arrived at the rental unit, however, was denied access as it was not 24 hours notice.
103. He testified there were multiple attempts to schedule the replacement of the flooring, however the Tenant was being difficult and did not allow this to take place.
104. He testified he first became aware of the issue in the pipe riser room that caused a flood in the rental unit (Flood #2) on January 21, 2023, from First Service Residential, the Property Manager for the condominium.
105. He testified they advised him the issue was in the pipe riser room and creating condensation and water issues. He testified First Service Residential acted and fixed the issue in the pipe riser room, as they are responsible for these repairs.
106. He testified First Service Residential advised him that they were responsible for the issues in the pipe riser room and the wall between that room and the Tenants rental unit, however, he would be responsible for any damages to the floors inside the rental unit.
107. He testified because there were water and condensation that had seeped into the rental unit that was affecting the flooring, he had Condo Wong open another insurance claim for this.
108. They were later informed the insurance claim for this would be denied, as the insurance claim for Flood #1 that was being granted, even though it was only a small amount of floorboards in the kitchen that were affected, the approved claim was to replace all the hardwood flooring throughout the rental unit, so it was matched.
109. He testified on January 25, 2023, he attended the rental unit after Flood #2. At that time, he discovered warping on the front entrance floorboards from Flood #2, and only 1 warped floorboard in the kitchen from Flood #1.

110. He testified this was his first time meeting the Tenant in person.
111. On cross examination, he testified he was provided photos from Condo Wong from Flood #1, which was only damage to one floorboard.
112. On cross examination, he testified Condo Wong asked the Tenant to pay the \$1,000.00 deductible for his insurance which was with CAA, and she did, and this was later returned to the Tenant.
113. On cross examination, he testified the Tenant reported Flood #2 in August 2022 and testified that a flood is a serious maintenance issue.
114. On cross examination, he testified he did not attend the rental unit when this was reported as Condo Wong was looking after the issue.
115. On cross examination, he testified that his insurance company did not complete any work inside the rental unit from either flood but provided him the pay out of \$15,000.00.
116. On cross examination, he testified he was aware that from August 2022 to January 2023, the issue with the flooring due to the flood had not been rectified.
117. On cross examination, he testified he was aware of the follow up emails from the Tenant to Condo Wong as he was cc'd on the emails.
118. On cross examination, he stated he was waiting on the insurance company for assessment before he completed the repairs.
119. On cross examination, he testified he did not think about hiring his own contractors until he knew the outcome of the insurance claim.
120. On cross examination he testified after the Tenant refused entry to replace the flooring as it was not 24 hours notice, they tried multiple more times to do the repairs and were unsuccessful getting a time arranged with the Tenant. He could not recall the dates of the attempts to do the flooring.
121. On cross examination he testified that this flooring had not been replaced before the Tenant vacated.
122. On cross examination, he testified the flood originated from the pipe riser room and affected the Tenants wall between her unit and the pipe riser room and this was repaired by First Service Residential.

Landlords' Evidence- Mould

123. The Landlord, Danish Dalas testified he became aware on March 27, 2023, that the Tenant believed there may be mould in the rental unit when he read this on the T6 application that she filed. He stated that he reached out to Condo Wong to inquire if this

had been addressed and advised them to hire a mould specialist to have a look at the rental unit. He stated he paid for the report.

124. He testified that no remediation was noted in the report.
125. He testified at no time was he provided any medical documentation from the Tenant that she was experiencing health issues related to mould.
126. He testified after the Tenant was provided a copy of the mould report she continued to reside at the rental unit. He stated it was not until October 2023, that she vacated the rental unit.
127. On cross examination, he testified they provided the Tenant a copy of the mould report but could not remember the exact date they did so, however the mould specialist but believes it was near the end of July 2023.
128. On cross examination, he testified the mould on the report was only related to the flooring.
129. On cross examination, he testified that Condo Wong became aware of the suspected mould issues in September 2022, however he did not become aware of these mould issues until March 27, 2023, when he read this on the Tenant's T6 application.
130. On cross examination, he testified the mould specialists did not attend to look at the suspected mould until July 2023.
131. On cross examination, he testified that it was unreasonable for the Tenant to wait over 300 days for an assessment of mould after she notified Condo Wong in September 2022, that she suspected mould and the mould specialist did not attend until July 2023.
132. On cross examination, he testified he was not aware that the Tenant waited 19 days for the mould report to be given to them, and he was aware the Tenant was asking for a copy of that report after the mould inspection.
133. On cross examination, he testified during the tenancy no mould remediation had been conducted, and the mould issue existed when the Tenant vacated.
134. On cross examination, he testified that he did not consider renting the guest suite at the residential complex for the Tenant to use so that the flooring could be installed.
135. On cross examination, he testified the Tenant had to live with the warped floorboards for a period of 430 days from Flood #1 and then mould from the time the mould specialist found mould in July 2023.

Landlord's Evidence- Noise in Pipe Riser Room

136. The Landlord, Danish Dalas testified the pipe riser room, and all its mechanicals are a common element and any repairs required and done by First Service Residential.

137. He testified that Condo Wong was aware of the noise coming from the pipe riser room, however, this was being dealt with by First Service Residential.

Landlord's Evidence- HVAC Issues

138. The Landlord testified the HVAC, and all its mechanicals are a common element and any repairs required and done by First Service Residential.
139. On cross examination he testified the HVAC issues in the residential complex were being experienced by numerous Tenants and was fixed by First Service Residential, as they have control over the HVAC systems in the residential complex.

Landlord's Evidence-Toilet Seat

140. The Landlord, Danish Dalas, testified that he had no knowledge that the toilet seat was broken.

Landlord's Evidence- Faulty Kitchen Sink Nozzle

141. The Landlord, Danish Dalas testified that he was notified by Condo Wong of the faulty kitchen sink nozzle and that they had replaced it for the Tenant under warranty.

Analysis

142. 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.

Flood #1 and Flood #2

143. I accept that Flood #1 was caused by the Tenant overflowing her kitchen sink and she notified Condo Wong immediately, The Landlord nor Condo Wong attended the rental unit to investigate the scope of the flood.
144. The Landlord did not bring in any industrial fans to the rental unit to assist with drying out the floorboards, they only asked the condominium management company if they could lend some to the Tenant, however, they had none to lend.
145. After the TT provided the Landlord the amount of \$1,000.00 to cover his deductible, she followed up with Condo Wong several times asking when the repairs would be done and was told they were waiting for the insurance claim to be processed.

146. I accept there was a second flood, Flood #2, that was a result of issues in the pipe riser room. I also accept that the Landlord filed an additional insurance claim for this flood, however, it was denied as the original claim from Flood #1 was going to be approved to replace the floor in the entire rental unit so that it would match.
147. I accept that the issues associated with Flood #2 that originated from the pipe riser room were rectified by the condominium property management team as this issue originated in the pipe riser room and was there responsibility and the Landlord did not have access to conduct any repairs in this room.
148. There was no dispute from the Landlord that he was responsible for the interior of the rental unit which included the replacement of the damaged flooring.
149. I find that the Landlord's response to this issue was unreasonable, the Tenant overflowed her sink on August 7, 2022, and Condo Wong nor the Landlord did not attend the rental unit to see the scope of the damage to the overflowed sink until January 25, 2023.
150. Further the Landlord did not do any repairs in a timely manner as he was waiting for his insurance approval.
151. I do not find that waiting for an insurance approval is considered a valid reason to delay the necessary repairs and does not override the Landlord's maintenance obligations, especially when there was water damage under the hardwood floors that has the risk of becoming worse due to mould. While I accept that the condo property management brought fans into the rental unit to dry out the flooring after Flood #2, however, on balance of probabilities there was still water or dampness under the floorboards from that flood.
152. I also find the communication from Condo Wong to the Tenant was not proactive. The Tenant had to constantly follow up regarding the repairs and there was little to no updates initiated by Condo Wong to the Tenant.
153. I accept the Landlord's testimony he only became aware on January 24, 2023, while communicating by text message with the Tenant that the issue with the sink overflow had not been rectified. The fact that the Property Manager may not have communicated the issue to the Landlord does not relieve the Landlord of their obligations.
154. I find that the Landlord's obligation to repair exists regardless of the insurance coverage. I also find the amount of time the Landlord claims it took for the insurance claim to be processed is unreasonable.
155. On the basis of the submissions provided by both parties, I am satisfied that the Landlord breached their obligations pursuant to s. 20 of the Act with respect to this issue.

Mould

156. There was no dispute from the Landlord that mould was found in the rental unit when the mould report was conducted in July 2023.

157. I find this mould report was not conducted in a reasonable time frame. The Tenant advised Condo Wong in September 2022, that she suspected mould as she was having health issues and the mould specialist was not hired until July 2023.
158. I accept the Landlord only became aware of the mould issue when the Tenant filed the T6 application on March 27, 2023. The fact that the Property Manager may not have communicated the issue to the Landlord does not relieve the Landlord of their obligations.
159. I accept after the Landlord received the insurance money the contractor attended the rental unit and was refused entry as it was not 24 hours notice. I find the Tenant works from home and should be provided with proper notice so that can make alternative arrangements on where she can work. There was no evidence from the Landlord that they have tried multiple times after the first attempt to reschedule with the Tenant.
160. I also find that the Landlord's failure to replace the hardwood flooring after Flood #1 and Flood #2, within a reasonable timeframe and instead waited for his insurance claim to be approved, directly contributed to the growth of mould.
161. On the basis of the submissions provided by both parties, I am not satisfied that the Landlord breached their obligations pursuant to s. 20 of the Act with respect to this issue.

Noise in Pipe Riser Room

162. I accept the Tenants testimony there was a shrill noise coming from the pipe riser room, which was not contested by the Landlord. I find this likely related to the issues that were occurring in the pipe riser room related to the condensation.
163. I find the Landlord did not have control over the pipe riser room to address any maintenance repairs and this was the responsibility of the condominium property management team.
164. I find the Landlord's Property Manager was aware of these issues and it was being addressed through the condominium property management team and the Landlord's Property Manager, Condo Wong was provided updates from them.
165. I accept that the Landlord does not have the authority to fix issues in the pipe riser room themselves, and this was a known issue on other floors of the residential complex as well.
166. I also accept because the issues in the pipe riser rooms were systemic and not just isolated to the Tenants rental unit and affected a large portion of the building. I find that because of this these repairs would naturally take longer than an isolated maintenance issue in a single unit and delays could be expected which was out of the Landlord's control and this issue was rectified within a reasonable amount of time considering the circumstances.

167. On the basis of the submissions provided by both parties, I am not satisfied that the Landlord breached their obligations pursuant to s. 20 of the Act with respect to this issue.

HVAC Issues

168. I accept the Tenants testimony that there was an issue with the HVAC system, primarily being the AC, this was not contested by the Landlord.
169. I accept that the Landlord does not have the authority to fix or repair issues with the HVAC system, and this was a known issue on other floors of the residential complex as well.
170. I find that the Landlord's Property Manager, Condo Wong was aware of these issues and that they were being addressed through the condominium property management team and were being provided updates from them.
171. I also accept that because the issues with the HVAC were systemic and affected a large portion of the building, repairs would naturally take longer than an isolated maintenance issue in a single unit and delays could be expected which was out of the Landlord's control and the issue was rectified within a reasonable amount of time considering the circumstances.
172. I accept that the actuator was replaced in January 2023, and there was no issue with the HVAC after the replacement. While I accept when the Tenant vacated on October 12, 2023, she would not be able to determine if this fixed the issue with the AC as it was at a time the AC would not be running. On a balance of probabilities, the actuator likely fixed the issue with the AC as well.
173. On the basis of the submissions provided by both parties, I am not satisfied that the Landlord breached their obligations pursuant to s. 20 of the Act with respect to this issue.

Toilet Seat

174. I am not persuaded by the Tenants testimony that there was a maintenance issue with the toilet seat.
175. The Tenant did not provide any photographs of a broken toilet seat in her evidence and testified the toilet was still useable and it broke while she was cleaning it.
176. The Landlord stated that he had no knowledge of the broken toilet seat, and the Tenant did not provide any communication between herself and Condo Wong that she had advised them of the broken toilet seat, and that they refused to repair it as it was normal wear and tear.
177. On the basis of the submissions provided by both parties, I am not satisfied that the Landlord breached their obligations pursuant to s. 20 of the Act with respect to this issue.

Analysis- Faulty Kitchen Sink Nozzle

178. I accept the Tenants testimony that there was an issue with the kitchen sink nozzle, this was undisputed by the Landlord.
179. I must look at how the Landlord responded to the maintenance issue.
180. In this case the Landlord's Property Manager, Condo Wong was notified sometime in January 2023, and acknowledged this on January 14, 2023,
181. Condo Wing notified the Tenant on January 26, 2023, the faulty part was covered under warranty, and a replacement part had been ordered.
182. The faulty kitchen nozzle was replaced on February 16, 2023.
183. There was no further complaint from the Tenant that the issued persisted after the faulty piece was replaced.
184. I find that the Landlord has acted in a reasonable and timely manner with repairing the faulty kitchen nozzle. I find that Condo Wong responded to the Tenant and ordered a replacement part that was under warranty within a reasonable time frame. I also accept that the time from when the part was ordered under warranty until it was received by Condo Wong and replaced to be a reasonable time frame, to order and receive the replacement and have it installed.
185. On the basis of the submissions provided by both parties, I am not satisfied that the Landlord breached their obligations pursuant to s. 20 of the Act with respect to this issue.

Remedies

186. In determining the appropriate remedy, I must apply subsection 30(2) of the Act and consider whether the Tenant advised the Landlord of the alleged breach before applying to the Board, and the parties' duty to mitigate their losses found in section 16 of the Act.
187. In this case the Tenant notified the Landlord of Flood #1 and Flood #2 immediately and continually followed up with the Landlord for updates and expected time of repairs. The Tenant tried to mitigate the losses ensuring that the water from Flood #1 was cleaned up immediately after she noticed the sink overflow.
188. The Tenant is seeking a rent abatement in the amount of \$4,800.00, calculated at 20% of \$2,000.00 for the 12-month period of October 1, 2022, to September 30, 2023. I find this amount to be reasonable given the impact of the repairs of the hardwood not being conducted which allowed for mould to grow under the floorboards.
189. The Tenant is seeking \$599.00 for the replacement of her Roomba vacuum and \$113.00 for the cost of having to have her carpet cleaned because of Flood #2. I will not be

ordering the amount of \$599.00 for the replacement of the Roomba vacuum; the Tenant did not provide a paid receipt showing that she purchased this. I will award the amount of \$113.00, for the Tenant to have her carpets cleaned due to Flood #2. I accept that she did not provide an invoice for this, however, I find this amount to be reasonable, and I accept that on a balance of probabilities once water entered the rental unit it also affected her carpets in the rental unit.

190. I will not be awarding moving costs in the amount of \$670.00, as I do not find the Tenant vacated because of health issues related to the mould. Further, when the Tenant vacated, the Tenant was aware that the Landlord had been trying to schedule a time to complete the repairs of the hardwood flooring and mould.

191. I will also not be awarding \$19,500.00 in compensation for the difference in rent at the Tenants new rental unit, as I do not find the Tenant vacated because of health issues related to mould, nor was the rental unit deemed uninhabitable from the mould report. The Tenant chose to remain in the rental unit from September 2022, when she suspected mould which she claims had an adverse effect on her health, until October 12, 2023. I appreciate in September 2022, she did not have a report that confirmed mould in the rental unit, however if she felt this was affecting her health she would have moved out at that time. Further, after the mould report was done in July 2023, that confirmed mould inside the rental unit, the Tenant stayed at the rental unit October 12, 2023, I find this to mean the Tenant accepted the conditions while awaiting the repair. Therefore, I am not persuaded the Tenant vacated due to adverse side effects from the mould.

192. While I accept there was mould in the rental unit, I am not satisfied based on the Tenant's medical evidence that this was directly related to her health issues. The medical reports the Tenant provided does not state this was the case.

193. I am also not persuaded by the Tenant's testimony that after she vacated the rental unit her health issues were no longer existent. She did not provide any medical evidence in this regard.

194. I will also not be awarding general damages in the amount of \$2,500.00. The Tenant is seeking these general damages for her health being placed in danger due to lack of action from the Landlord to respond. She claims she experienced significant health issues and was forced from her home, and there was no evidence before me to suggest this was the case. In this case, I find that a rent abatement is an adequate remedy to compensate the Tenant.

It is ordered that:

1. The Landlords shall pay the Tenant is \$4,961.00. This amount represents:
 - \$4,800.00 for a rent abatement for the period October 1, 2022, to September 30, 2023.
 - \$113.00 for the reasonable costs that the Tenant has incurred to repair the property that was damaged as a result of the Landlord's actions.
 - \$48.00 for the cost of filing the application.

2. The Landlords shall pay the Tenant the full amount owing by March 27, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by March 27, 2026, the Landlords will owe interest. This will be simple interest calculated from March 28, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 13, 2026
Date Issued

Trish Carson
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.