



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

**Citation:** Benson v Bartels, 2026 ONLTB 24448

**Date:** 2026-03-24

**File Number:** LTB-T-075074-25

**In the matter of:** 41561 Forks Rd  
Wainfleet ON L0S1V0

**Between:** Rebecca Benson Tenant  
  
and  
  
Cornelius Bartels Landlord

Rebecca Benson (the 'Tenant') applied for an order determining that Cornelius Bartels (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.

This application was heard by videoconference on March 18, 2026.

Only the Tenant attended the hearing.

As of 11:44am, the Landlord 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 Tenant's evidence.

### **Determinations:**

1. For the reasons that follow, I am satisfied, on the balance of probabilities, that the Landlord failed to meet the Landlord's obligations under section 20(1) of the Act to repair or maintain the rental unit. Therefore, the Landlord must pay the Tenant \$7,792.85 on or before April 4, 2026.
2. The tenancy commenced on May 1, 2024 and, as of the date of the hearing, the Tenant is still in possession of the rental unit.
3. The monthly rent is \$2,300.00.

### **Mould**

4. The Tenant testified that on the first day she moved into the rental unit, she saw mould in the basement. She testified that she texted the Landlord about it right away. She testified that the Landlord had a contractor attend the unit on May 10, 2024 but no work was done

on that date. She testified that on May 27, 2024, the Landlord finally had a contractor start mould remediation, only after the Tenant followed up including finding her own contractor to obtain a quote to assist the Landlord in starting the work. She testified that the initial mould remediation was completed on June 3, 2024. She testified that she was concerned that remediating the mould would not address the issue as the contractor she had contacted informed her that there is a crack in the foundation. She testified that there was a dehumidifier in the rental unit, and she had to purchase a second one due to the moisture and mould issue.

5. The Tenant testified that in September 2025, the mould returned. She informed the Landlord on September 15, 2025 by text message. The Landlord did not respond. After receiving no response from the Landlord, on November 7, 2025, she reported the issue to by-law. By-law inspected the unit, and the Township of Wainfleet subsequently issued a compliance order. The compliance order notes that there is mould due to a crack in the foundation. To date, the Landlord has not completed any of the work set out in the compliance order. The Tenant submitted photographs of the mould, showing significant portions of the walls covered in mould.

6. Pursuant to section 20(1) of the Act:

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.

7. In the case *Onyskiw v. CJM Property Management*, 2016 ONCA 477 ('*Onyskiw*'), the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of section 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.
8. I do not find that the Landlord's response to the issue was reasonable in the circumstances. While the Landlord initially remediated the mould initially, it took them 9 days to even inspect the issue. Additionally, the Landlord made no effort to investigate the cause of the mould so that the root issue could be properly repaired and prevent further moisture issues in the rental unit.
9. Therefore, I find that the Landlords were in breach of their maintenance obligations as they had been informed and were aware of the issue, and their response to the issue was not timely nor reasonable.

#### Central Air

10. The Tenant testified that the central air conditioning in the rental unit has not been operational since she moved in. She testified that she initially verbally informed the Landlord about the issue and then informed them again by text message on June 3, 2024. She testified that the Landlord initially sent their son-in-law to look at it but nothing was ever done to fix it.

11. Based on the evidence before me, I find, on a balance of probabilities, that the Landlord failed to maintain the rental unit in a good state of repair and fit for habitation in accordance with section 20(1) of the Act in relation to the air conditioning. The Landlord has been aware of the issue since the Tenant moved in and has failed to take any reasonable steps to repair or replace the air conditioning.

## Remedies

### *Rent Abatement*

12. The Tenant requested a rent abatement of 50% from May 1, 2024. Abatement is a contractual remedy. It reflects the idea that if a tenant is paying for a bundle of goods and services and not receiving everything being paid for then abatement should flow in an amount proportionate to the difference between what is being paid for and what is being received. I find that a 50% rent abatement for the issue of mould is reasonable in the circumstances. The mould impacted the basement which represents a significant portion of the rental unit and the amount of mould is significant.
13. Section 29(2) of the Act states no application may be made more than one year after the day the alleged conduct giving rise to the application occurred. Since the Tenant's application was filed on September 8, 2025, the Board only has jurisdiction to order remedies within the one year from the making of the application. Additionally, after the Landlord initially remediated the mould, the mould did not come back until September 2025. In my view, it is reasonable in the circumstances to award the Tenant a rent abatement for the period in which she has been impacted by the mould, being September 15, 2025 to the date of the hearing.
14. Therefore, I am satisfied that the Tenant is entitled to a 50% rent abatement from September 15, 2025 to March 18, 2026, the date of the hearing as the issue is ongoing. Accordingly, the Landlord shall be ordered to pay the Tenant \$6,994.85.
15. As the Tenant only claimed a 50% rent abatement in her application, and the Tenant has been awarded that abatement for the mould issue, the Board does not have jurisdiction to order an additional remedy beyond what was claimed in the application for the issue with the air conditioning.

### *Costs to replace damaged property*

16. The Tenant testified that various personal belongings got damaged from the mould and had to be replaced. Some of these items included clothing, a rug, mattresses, and bedding. She testified that the Landlord did replace the mattresses at one point, but since the mould has returned, the new mattresses are now damaged and in need of replacement again.
17. Based on the evidence before me, I am satisfied that the Tenant's mattresses, clothing, rug and bedding were damaged due to the mould. The Tenant provided clear and consistent testimony, which was supported by at least one photograph of the damaged rug.

18. In her application, the Tenant requested out-of-pocket expenses of \$5,000.00 for the damage to her belongings. The Tenant did not lead any evidence to substantiate the costs to replace the damaged property. Although I have no doubt that the Tenant incurred some cost to replace the damaged property, the evidence is insufficient to calculate the costs incurred. As a result, I believe it is reasonable to award the Tenant a nominal amount of \$750.00 for the cost of replacing the damaged property.

*Order authorizing the Tenant to repair*

19. The Tenant requested an order permitting the Tenant to repair the foundation and require the Landlord to pay her for those costs.
20. Repair of a crack in the foundation is a significant structural repair, which likely will come at a very significant expense. Likewise, replacing an air conditioner is a significant, major expense. In my view, authorizing the Tenant to repair such a significant structural issue and replace a major appliance would not be reasonable or appropriate in the circumstances. I find that it is more reasonable to require the Landlord to complete the repairs. As the initial compliance order was issued in November 2025, the Landlord has had a substantial amount of time to arrange for the repairs. Therefore, the Landlord will be given until April 15, 2026 to complete the repair to the foundation. As air conditioning is only required in the summer months, it is reasonable to provide the Landlord until May 15, 2026 to repair or replace the air conditioner.

*Order prohibiting rent increase*

21. The Tenant requested an order prohibiting a rent increase. Section 30(1)(7) states:

7. Prohibit the landlord from giving a notice of a rent increase for the rental unit until the landlord has,

- i. completed the items in work orders for which the compliance period has expired and which were found by the Board to be related to a serious breach of a health, safety, housing or maintenance standard, and
- ii. completed the specified repairs or replacements or other work ordered under paragraph 4 found by the Board to be related to a serious breach of the landlord's obligations under subsection 20 (1) or section 161.

22. The work order from the Township of Wainfleet initially required the Landlord to complete the work by December 15, 2025. However, that date was extended to April 7, 2026. As the compliance period is not yet expired, the Board does not have the jurisdiction to issue an order prohibiting a rent increase. For these reasons, the Tenant's request for an order prohibiting a rent increase is denied.

**It is ordered that:**

1. On or before April 15, 2026, the Landlord shall repair the foundation at the front and rear of the property.

2. On or before May 15, 2026, the Landlord shall repair or replace the air conditioning in the rental unit.
3. If the Landlord does not complete the repairs ordered in paragraph 1 by April 15, 2026, the Tenant is authorized to deduct \$1,150.00 from the rent commencing May 1, 2026 until the repairs are complete.
4. The Landlord shall pay the Tenant \$7,792.85. This amount represents:
  - \$6,994.85 for a rent abatement.
  - \$750.00 for the reasonable out-of-pocket expenses that the Tenant has incurred to replace damaged property.
  - \$48.00 for the cost of filing the application.
5. The Landlord shall pay the Tenant the full amount owing by April 4, 2026.
6. If the Landlord does not pay the Tenant the full amount owing by April 4, 2026, the Landlord will owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.
7. If the Landlord does not pay the Tenant the full amount owing by April 4, 2026, the Tenant may recover this amount by deducting \$500.00 from the rent commencing May 1, 2026 to July 1, 2027, and \$292.85 from the rent for August 2027.
8. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**March 24, 2026**  
**Date Issued**

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Candace Aboussafy  
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.