



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Maddox Sherbourne Inc. and ONTARI Holdings Ltd. v Peart, 2026 ONLTB 24754

**Date:** 2026-03-27

**File Number:** LTB-L-081570-25

**In the matter of:** 1615, 191 SHERBOURNE ST  
TORONTO ON M5A3X1

**Between:** Maddox Sherbourne Inc. and ONTARI Holdings Ltd. Landlord

**And**

Kassandra Peart Tenant

Maddox Sherbourne Inc. and ONTARI Holdings Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Kassandra Peart (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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 9, 2026.

The Landlord's Agent, Kyle Kuczynski, the Landlord's Legal Representative, Kevin Lundy, the Tenant and the Tenant's Legal Representative, Jolanta Chrzaszcz, attended the hearing.

### **Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, I am satisfied that a conditional order is appropriate in these circumstances.
2. The Tenant was in possession of the rental unit on the date the application was filed.

*N5 Notice of Termination:*

3. On September 11, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on September 16, 2025. The notice of termination alleged that the Tenant did not move back to her unit after a temporary relocation on August 5, 2025 to another unit in the building due to mould in Tenant's unit.
4. The Tenant testified that in July 2025, a notice was sent to all the units ending in 15 about a water leak investigation and that the Landlord would need to drill into the walls to do their assessment, however she has never received a report of the outcome of the investigation. The Tenant testified that when she looked under her kitchen sink she saw mould and reported it to the Landlord. The Tenant submitted into evidence pictures from August 1, 2025 before the cabinets and the countertop were replaced, showing mould.
5. The Tenant testified that she had hired the Mould Guy to conduct an air quality test on August 5, 2025 and the test showed remediation was necessary and the air quality test failed. The Tenant also submitted into evidence a phone recording with someone from the Mould Guy, though not the individual that conducted the test, stating the tests had failed badly, there were toxic moulds, and she should move out of the unit.
6. The Landlord's regional property manager, Linda Taraj (LT), testified that the Tenant was temporarily relocated to unit 1703, which has a market rent of \$2,775.00, after the Tenant provided an air quality test which reported elevated mould spore in the unit. On August 8, 2025 the Tenant was told she could temporarily move into unit 1703 while a mould investigation was completed.
7. The Landlord's general manager for the property, Zack Helou (ZH), testified that on August 5, 2025, they replaced the kitchen and bathroom fans, and the kitchen cabinets and countertops as that is where the Tenant saw the mould. ZH testified that the balcony door was replaced on August 26, 2025 and the ducts were cleaned on August 22, 2025.
8. ZH testified that to address the mould, they replaced the cabinets and the fan as they had been exposed to humidity, so they were replaced to make sure the mould would not return. ZH testified that when the cabinets were removed, there was no mould found behind them.
9. The Tenant testified that she was in the rental unit when the cabinets were replaced and the workers only scrapped off the mould and painted the wall behind the cabinets, they did not treat it. The Tenant testified that there was a work order from the city, and an officer named Joel said he was going to issue a public service order that the fans in the kitchen and bathroom needed to be replaced. The Tenant did not have a copy of the city work order, and the Landlord testified they had never received such a work order. The Tenant did acknowledge that the fans in the kitchen and the bathroom were replaced, though she disputes when that was done.
10. LT testified that the rental unit was fogged and had air scrubbing done for a week, and she submitted into evidence the invoice from Roman Environmental Contractors Inc. LT further testified that they received a report from the contractors, that was conducted by Ravenstone Environmental on August 20, 2025, that stated no toxic mould spores were present in the air samples taken and the analytical results showed the total mould concentrations identified in the samples collected in the rental unit were generally similar or in lower concentrations than the interior and exterior reference samples. The Landlord submitted a copy of the report into evidence.

11. LT testified that they have used Roman Environmental Contractors for years without any concerns and they have found them to be very reliable. The Tenant questioned whether the company were licensed mould remediators, however LT did not know if there was a specific license.
12. LT testified that the Tenant was emailed on September 3, 2025 that she could return to her rental unit by September 5, 2025. LT testified that the Tenant responded that she had been unwell, she needed to clean her contaminated items, and there were other maintenance issues that needed to be addressed. LT testified that during August 2025, the maintenance issues were addressed and in September 2025 there were no open work orders. LT testified that the Tenant has been paying her rent for unit 1615, but while she refuses to move back into her unit, the Landlord is unable to rent unit 1703 and is losing money monthly as the Tenant is technically occupying both units.
13. ZH further testified that on October 10, 2025, they replaced the fridge and the stove in the unit, as well as the closest and bedroom doors. As noted, the Landlord relies upon an August 2025 report by Ravenstone Environmental that indicates that testing disclosed no unsafe amounts of toxic mould.
14. The Tenant testified that the mould experts from Roman Environmental came on August 13, 2025 and only looked at the new cabinets, not the mould that was previously there.
15. The Tenant testified that she does not trust the environmental assessment of Roman Environmental as they are not licensed mould remediators. When asked if the Tenant had the Mould Guy retest the unit since the Landlord stated they had remediated the issue, the Tenant said she had not. The Tenant testified she did not want to bring back anyone else to do another air quality test.
16. The Tenant testified that she refuses to move back into the rental unit as she does not believe the mould was properly addressed in such a short period of time, and Roman Environmental did not see the mould in person before the cabinets were changed.
17. I am satisfied that on a balance of probabilities that the Landlord has established that they addressed the mould issues in the unit appropriately, and the environmental report demonstrates there is no toxic mould in the unit, and the everyday mould spores found, are within the normal range. There was also no evidence provided by the Tenant that the rental unit is uninhabitable. As such, the Tenant should have moved back into her rental unit, and failed to do so within 7 days of receiving the N5 notice. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act). I find that the Tenant is substantially interfering with the Landlord's reasonable enjoyment by refusing to leave unit 1703.

*Daily Compensation and Rent Deposit:*

18. The Tenant was required to pay the Landlord \$6,360.20 in daily compensation for use and occupation of the rental unit for the period from October 7, 2025 to March 9, 2026. At the time of the hearing, the Tenant was not owing rental arrears.
19. Based on the monthly rent, the daily compensation is \$41.30. This amount is calculated as follows: \$1,256.11 x 12, divided by 365 days.

20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Landlord collected a rent deposit of \$1,288.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$20.82 is owing to the Tenant for the period from June 2, 2025 to March 9, 2026.

*Section 83 Considerations:*

22. The Tenant testified she has lived in the rental unit since 2004 and she has mobility issues. The Tenant testified that her monthly income is \$2,900.00 per month and she cannot afford another rental unit in this area. The Tenant further testified that she has a sister with a disability in England and she has to go and take care of her from time to time. When explained that I do not have the jurisdiction to order her allowed to stay in the temporary rental unit of 1703, the Tenant stated she understood.
23. The Landlord is seeking a standard 11-day eviction order. The Landlord testified they do not believe the Tenant would return to the rental unit, even if ordered on a conditional order.
24. I asked the Tenant would she move back to her rental unit, 1615, if I ordered she must on a conditional order. After about a 15 second pause, the Tenant did say if she was ordered to return she would abide by it.
25. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
26. In the unique circumstances of this case, where I am satisfied that the TT has refused to leave a unit to which she is not entitled, I consider it appropriate to add a term to the section 78 order which would allow the LL to seek vacant possession of unit 1703.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant must vacate unit 1703 on or before April 17, 2026.
3. If the Tenant fails to comply with the condition set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before April 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 18, 2026 at 4.00% annually on the balance outstanding.

**April 2, 2026**  
**Date Issued**

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Allana McComb  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 18, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.