



Order under Section 31 Residential Tenancies Act, 2006

Citation: Thomson v Morriello, 2026 ONLTB 27029

Date: 2026-04-07

File Number: LTB-T-084294-24

In the matter of: Bsmt, 189 Parkside Dr
Toronto ON M6R2Z1

Between: Savannah Leigha-Hofer Thomson Tenant

and

Joe Morriello Landlord

Savannah Leigha-Hofer Thomson (the 'Tenant') applied for an order determining that Joe Morriello (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant. **(T2 Application)**

The Tenant also applied for an order determining that 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. **(T6 Application)**

This application was heard by videoconference on March 26, 2026.

The Tenant, the Landlord's Legal Representative, Christina Nastas, and the Landlord attended the hearing. Randi-Lyn Gibbons ('RG') testified on behalf of the Tenant.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$9,301.92.

Preliminary Issue – request to amend the application

2. At the outset of the hearing, the Tenant requested to amend the application. The Tenant sought to amend the T6 application to expand the remedy of general compensation from \$8,662.80 to \$23,662.80, in light of the increase to the Board's monetary jurisdiction.

3. Pursuant to section 200(1) of the Act, an applicant may amend an application to the Board in accordance with the Rules. The relevant Rule is Rule 15 of the Board's Rules of Procedure.
4. Rule 15.1 states that where a request to amend is made prior to the hearing, it must be in writing, be served on the respondent, and filed with the Board along with proof of service on the other side.
5. On March 24, 2026, the Tenant uploaded into the Tribunals Ontario Portal ('TOP') a request to amend the original application. No certificate of service was filed but she testified that she did send a copy to the Landlord by email.
6. Pursuant to Rule 15.3 when considering a request to amend filed prior to the hearing, the Board is to consider the following criteria:
 - whether the amendment was requested as soon as the need for it was known;
 - any prejudice a party may experience as a result of the amendment;
 - whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - whether the amendment is necessary and was requested in good faith; and
 - any other relevant factors.
7. Given the factors set out in Rule 15.3, I am not prepared to amend the application at this point in the proceeding. The Tenant's application was filed over 15 months' ago; the tenancy ended nearly 16 months' ago and claiming a significant additional remedy less than 7 days' prior to the hearing is prejudicial to the Landlord. Additionally, the basis for the request to amend is due to medical circumstances which occurred after the hearing, which the Landlord has not been given the opportunity to review and respond to. Considering these circumstances, the Tenant's request to amend the application is denied.
8. I also note that while I denied the Tenant's request to amend the application at the hearing, the Tenant was ultimately awarded less in general compensation than she requested in her original application, therefore, had the request to amend the remedy been granted, the result would have been the same.

T6 Application

9. The Tenant testified that she first noticed a puddle in the living room shortly after she moved in. She testified that she didn't think anything of it at the time, thinking something might have spilled or it was from a prior leak that was fixed, so she just cleaned it up. Then, in November 2023, she started seeing mould on the baseboards. She purchased a mould testing kit from Amazon and in two days, the kit was covered in mould. The Tenant submitted photographs of the mould on the baseboards and the mould testing kit.
10. She testified that on January 3, 2024, after seeing the mould on the testing kit, she notified the Landlord immediately. She testified that the Landlord never did anything about the mould so she followed-up with him again on January 29, 2026 by phone. She testified that he became irate and called her names and never came to address the mould issue.

11. The Tenant testified that on June 20, 2024, the situation worsened after a major rainstorm caused her unit to flood. She testified that the entire floor in the boiler room was covered in water, and the water was seeping from there into her unit. She sent a video to the Landlord. On June 28, 2024, the Tenant left for a trip and when she returned on August 15, 2024, the water had dried up, but it did not appear that anything was done in the unit to rectify the issue.
12. The Tenant followed up with the Landlord regarding the flooding on September 3, 2024 and then, on September 12, 2024, more water was seen entering the unit. The Tenant ended up moving out of the rental unit on October 31, 2024 due to the unresolved maintenance issues.
13. The Landlord does not dispute that there was flooding in the rental unit on June 20, 2024. He testified that he had contractors there right away to clean up the water and then he had the foundation repaired. He testified that the foundation repair took about a month and there was no further leaking after that repair.
14. The Landlord testified that the only time there was mould in the rental unit was in January 2024, when there was a leak under the sink that the Tenant failed to report and any water in the rental unit was because she was not emptying the dehumidifier he provided her. He testified that the water on September 12, 2024 was from a toilet leaking and, rather than report the issue, she simply turned off the water to the toilet.
15. The Landlord testified that with the dehumidifier in the rental unit, the humidity was 50% and unless humidity is over 70%, there cannot be mould. He also testified that mould could grow if you leave the unit for several months in the summertime and that all basements are prone to mould.
16. I do not accept the Landlord's evidence that there was no mould after the sink leaked in January 2024 or that it is not possible for there to be mould in the rental unit because a dehumidifier showed a humidity level of less than 70%, particularly when the photographs submitted by the Tenant very clearly show a significant build up of mould.
17. While the Landlord states that mould can only grow in humidity levels above a certain amount, the Landlord's evidence at the hearing was inconsistent with his own statements made in text messages to the Tenant. At the hearing, he stated that it must be over 70% but in his messages to the Tenant he states that it must be over 60%. Additionally, the Landlord is not a mould specialist, and he provided no documentary evidence to support this assertion. The photographs submitted by the Tenant clearly show mould in the rental unit.
18. 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.
19. Overall, I do not find that the Landlord's response to the issue was reasonable in the circumstances. While the Landlord responded to the initial complaint of mould by fixing a leak under the sink, the Tenant continued to report issues with mould and the Landlord

failed to respond at all. The Landlord ought to have, at the very least, inspected the unit in response to the Tenant's complaint.

20. I further find that the Landlord's response to the flooding issues was unreasonable in the circumstances. The Tenant repeatedly informed the Landlord of water on the floor in the living room and bathroom. I prefer the Tenant's evidence that the Landlord did not respond at all to the most significant flood that occurred on June 20, 2026. The Tenant provided photographs of the dried-up water and residual dirt in support of her statements that the Landlord did not investigate or address the issue at all. While the Landlord states that he had the water in the unit cleaned up, the Landlord provided no evidence to support these statements. I would have expected to at least see a 24-hour notice of entry or an invoice from the contractor who completed the work.
21. Similarly, I am not satisfied, on a balance of probabilities, that the Landlord had the foundation repaired after the June 20, 2024 flood. The Landlord again provided no documentary evidence, such as an invoice, to support his oral testimony. I would have expected the Landlord to at least provide an invoice for such a significant project and I draw a negative inference from that lack.
22. Even if I accept the Landlord's evidence that he had the foundation repaired, water continued to enter the unit after the alleged repair and therefore, this did not rectify the issue.
23. Additionally, while the Landlord's position is that any mould caused was because the Tenant failed to report a leak under the sink, I am not satisfied that the Landlord submitted sufficient evidence to demonstrate this. I say this because after the Landlord allegedly repaired that leak, mould continued to appear in the rental unit. Additionally, it is unclear how mould in the bedroom window was somehow caused from a leaking sink in the kitchen. The Landlord did not call a contractor or other person with knowledge of the issues to provide evidence as to how a kitchen sink leak caused the mould issue in the rental unit.
24. Additionally, the Landlord gave various reasons the Tenant could have caused the mould, including vaping or failing to empty the dehumidifier. The Landlord led insufficient evidence to demonstrate that vaping can cause mould. It is unclear how vaping would cause mould in the unit. With respect to the dehumidifier, the Landlord's evidence on this point was conflicting. In one instance, he states that the Tenant failed to empty the dehumidifier, but in another instance, he states that the dehumidifier was showing humidity levels below a level which mould would grow so mould is not possible. It is unclear how the Tenant's failure to empty the dehumidifier could cause mould in an alleged humidity level that the Landlord alleges it is not possible for there to be mould in the first place. Both cannot be true. In my view, it's more likely than not that the Landlord is positioning various reasons before the Board in an attempt to deflect blame on the Tenant. For these reasons, I am not satisfied that the mould in the rental unit was caused by the Tenant.
25. Even if I accept the Landlord's evidence that the initial mould was caused by the leak in the sink, I am not satisfied that the Tenant is responsible for this. The Landlord led no evidence that the Tenant was aware of the issue and failed or refused to report it to the Landlord. That the Tenant may not look under her sink at a frequency that satisfies the Landlord is an insufficient basis to demonstrate negligence on the part of the Tenant.

26. Similarly, with respect to the allegation that the last flood was caused by the Tenant due to a leaky toilet, I am not satisfied that the Landlord led sufficient evidence to prove this. The Landlord alleges that because on one occasion, he found the toilet had been shut off, this means there was a leak the Tenant failed to report. The Landlord's evidence on this issue was also inconsistent. In one instance, the Landlord states that the water to the toilet was shut off, but in another statement states that the flooded water in the basement was from the toilet leaking. It is unclear how the water to the toilet can be both shut off and leaking in the bathroom.
27. Additionally, while the Landlord states that the leak was 9 months' old because a contractor told him so, the Landlord did not call the contractor as a witness or otherwise provide evidence of a leak in the toilet that the Tenant failed to report. If the Landlord had a contractor out to address this leak, I would have expected the Landlord to at least produce an invoice to demonstrate this and I draw a negative inference from that lack.
28. For these reasons, I find that the Landlord was in breach of his maintenance obligations as the Landlord had been informed and was aware of the issues with flooding and mould, and their response to the issue was not timely or reasonable.

T6 Remedies

Rent Abatement

29. In her application, the Tenant requested a rent abatement of 100% from January 2024 to October 31, 2024, when the Tenant vacated the rental unit. I find 100% to be unreasonable in the circumstances. A 100% rent abatement is generally only applicable if a tenant could not be in the unit at all for a period of time as would be the case in a severe fire or flood. I do not accept the Tenant's evidence that she could not live in the unit. I find that a 40% rent abatement is reasonable in the circumstances.
30. Therefore, I am satisfied that the Tenant is entitled to a 40% rent abatement from January 3, 2024 to October 31, 2024, when the tenancy terminated, which totals \$5,138.88.

Costs to replace damaged property

31. She testified that the recurrent flooding damaged a number of her items, including her rug, television stand, and couch because they sat in water for extended periods of time. She testified that a number of her belongings were also damaged due to the mould.
32. I am satisfied that the Tenant led sufficient evidence to demonstrate damage to her clothing, Tupperware container, two pairs of shoes, food processor, backpack, mixer, a pair of pants, and tv stand. The Tenant provided photographs of all of the damaged items to support her oral testimony. I find that it is more likely than not that there was mould or water damage to these items and they were not able to be repaired.
33. I am satisfied, based on the documentary evidence provided by the Tenant, that the reasonable total cost to replace these items is \$824.89.
34. With respect to the mattress, I am not satisfied that this item was damaged and had to be disposed of. The photograph submitted by the Tenant shows one singular small water

stain. It is not clear why the Tenant had to dispose of this item rather than clean it, or whether she even attempted to clean it at all. For these reasons, I am not satisfied that this item was damaged and had to be replaced.

35. With respect to the memory foam pillows, I am not satisfied that these items were damaged and had to be replaced. One of the pillows shows no visible damage at all and the second pillow shows what appears to be water. It is unclear why this could not have been dried out as opposed to disposed of. For these reasons, I am not satisfied that this item was damaged and had to be replaced.
36. With respect to the comforter, the photograph submitted by the Tenant simply shows a comforter balled up on a bed with no visible damage at all. I find the Tenant's evidence insufficient to demonstrate that this item was damaged at all. For these reasons, I am not satisfied that this item was damaged and had to be replaced.
37. With respect to the television, the Tenant alleges that she had a second 55-inch television sitting on the floor, which was damaged by one of the floods. I find the Tenant's evidence insufficient in this regard. It is peculiar that one would have such a large television sitting on their floor. Nevertheless, none of the photographs from the flood show this item in the rental unit at all. The only visible television in the photos is sitting on top of the Tenant's TV stand. For these reasons, I am not satisfied that this item existed in the rental unit or was damaged and had to be replaced.
38. With respect to the electronics' box, while I am satisfied it was damaged and could not be repaired, the Tenant could have simply mitigated her loss by getting a new box. I am not satisfied that any remedy is reasonable for this item.
39. For the remaining items which the Tenant provided evidence of costs to replace, I find that the Tenant did not lead sufficient evidence to demonstrate that these items were damaged and had to be replaced. The onus is on the Tenant to prove that her belongings were damaged and had to be replaced. While the Tenant provided photos of other damaged items, there was no documentary evidence of damage to these items except for a photo showing them in the back of a truck. Considering the Tenant took significant photographs of her other items, I would have expected to see at least photographs of these items, particularly for items as significant as a mattress and an area rug, couch and bed frame to have been damaged by mould or water.
40. For these reasons, I am not satisfied, on a balance of probabilities, that these items were damaged by either the water or the mould. No remedy will be awarded for the remaining items.

Out-of-pocket expenses

41. The Tenant testified that the Landlord instructed her to purchase mould cleaning products to remove the mould under the sink after he repaired the leak in January 2024. She testified that she sent the products to the Landlord for approval prior to purchasing and also sent the receipts after she purchased them but the Landlord did not respond. This was not challenged by the Landlord.

42. Based on the Tenant's uncontested evidence, I am satisfied that the Tenant incurred reasonable out-of-pocket expenses for mould cleaners because the Landlord failed to address the mould issue in the rental unit. The receipt submitted by the Tenant totals \$31.59. The Landlord shall be ordered to reimburse the Tenant for this cost.
43. The Tenant also requested compensation for out-of-pocket expenses incurred to dispose of her mouldy belongings. She submitted a copy of her banking records showing the total amount incurred to dispose of her belongings at the dump.
44. Pursuant to section 16 of the Act, the Tenant has an obligation to mitigate her damages. I am not satisfied that the Tenant could not have mitigated this by disposing of the items in regular garbage pick up or had the bulky items picked up in a special pick up by the City. While the Tenant may have chosen to dispose of them at the dump, I am not satisfied that the Tenant led sufficient evidence to demonstrate that she did not have another more cost-effective alternative. Therefore, the Tenant's request for compensation for this out-of-pocket expense is accordingly denied.

T2 Application

Illegal Entry

45. The Tenant testified that on a number of occasions, the Landlord entered her rental unit without giving her any prior notice. She testified that on February 24, 2024, she had a few friends over and the Landlord walked in unexpectedly. She testified that he was showing the unit to potential buyers, as the rental unit was listed for sale.
46. The Tenant testified that a similar situation occurred on March 23 or 24, 2024. She testified that she was completing an aptitude test as part of a job application process. When the Landlord entered with the potential purchasers, her friend had just exited the shower and was not clothed. RG, the Tenant's friend, testified that she heard the door opening so she ran into the bedroom and quickly got dressed, fearing someone may see her.
47. The Tenant testified that on September 5, 2024, after she decided to move out, she received a text message from the Landlord indicating that he had left a dehumidifier in the rental unit. She testified that she had not been given notice that the Landlord would be going into the rental unit. Similarly, on September 20, 2024, the Tenant received a text message from the Landlord letting her know that a contractor was in her rental unit.
48. The Tenant testified that on September 22, 2024, the Landlord texted her screenshots of a facetime conversation he was having with a woman. In the screenshots, you can see the woman is in her rental unit. She testified that she did not receive any notice and had no idea anyone would be in her rental unit that day or why the Landlord was sending her those screenshots.
49. The Landlord denies that he ever entered the Tenant's rental unit in contravention of the Act. The Landlord testified that he always gave the Tenant notice. He testified that the Tenant did work for him around the building and so their relationship was good so if he did not send her a text message with notice, he would have called her. He also denied that he showed the rental unit to potential purchases on February 24 or March 23 or 24, 2024. He

testified that it may have been another realtor, and his office would have given the Tenant notice.

50. Section 26 of the Act states:

A landlord may enter a rental unit at any time without written notice,

- (a) in cases of emergency; or
- (b) if the tenant consents to the entry at the time of entry.

51. Section 27 of the Act provides that a landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:

1. To carry out a repair or replacement or do work in the rental unit.
2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.
3. To allow a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the *Condominium Act, 1998*.
4. To carry out an inspection of the rental unit, if,
 - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20 (1) or section 161, and
 - ii. it is reasonable to carry out the inspection.
5. For any other reasonable reason for entry specified in the tenancy agreement.

(2) A landlord or, with the written authorization of a landlord, a broker or salesperson registered under the *Trust in Real Estate Services Act, 2002*, may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry to allow a potential purchaser to view the rental unit.

52. Based on the evidence and testimony before the Board, I find, on a balance of probabilities, that the Landlord or their agent entered the rental unit in contravention of the Act on all 5 occasions alleged by the Tenant. I prefer the evidence of the Tenant. The Tenant and SG's testimony was clear, consistent and supported by documentary evidence of text messages. In contrast, the Landlord's testimony was vague, inconsistent and fraught with evasiveness.

53. Initially, the Landlord testified that he had always given written notice to the Tenant by text message and that he had copies of those messages. However, when given the opportunity

during the hearing to produce copies of those messages, the Landlord was unable to. All of the Landlord's testimony in defence of the allegations were generalized statements based on his beliefs of what would have been done, either by himself personally, or staff at his office. The Landlord was unable to recall specifics as to whether the Tenant was given notice at all, and how notice was given or how he obtained consent.

54. In my view, the lack of documentary evidence to prove the Tenant was given written notice in accordance with section 27 of the Act, suggests that it is more likely that not that the Tenant was not given written notice. Even if I accept the Landlord's testimony that he called the Tenant and received consent to enter, there is a lack of specifics in the Landlord's testimony to make a determination that this call was made at the time of entry, which is a requirement under section 26 of the Act. While the Tenant may not have been staying in the rental unit, she was still in possession of the rental unit and staying elsewhere does not excuse the Landlord from his obligations under the Act.

Substantial interference – health issues from mould

55. The Tenant testified that she experienced significant, long lasting health issues due to the mould in the rental unit. She testified that she has chronic sinusitis and is still experiencing hearing issues. She testified that whenever she left the unit for an extended trip and also once she moved out, she felt significantly better. She submitted several doctor's notes in support of these statements. One of the notes indicates that the cause of the issues is environmental. She testified that her cat also began experiencing seizures around the same time that her health issues began, which she suspects could be from the mould exposure as well.
56. I find that the evidence submitted by the Tenant is insufficient to prove that her health issues are caused by the mould. While one of the doctor's states that the cause is environmental, it is unclear whether that environmental cause is in fact mould, particularly when it was the Tenant's own evidence that her health issues have not resolved, albeit having vacated the rental unit more than a year ago. It was also the Tenant's own testimony that no doctor has explicitly confirmed or determined that the mould caused her health issues. For these reasons, this portion of the Tenant's claim is dismissed.

Substantial interference – maintenance issues

57. As I have found that the Landlord was in breach of their responsibilities under section 20 of the Act with respect to the flooding and the mould, I must now consider whether this breach resulted in a substantial interference with the Tenant's reasonable enjoyment of the rental unit.
58. Based on my finding that the Tenant had a number of her belongings damaged due to both the flooding and the mould, and the frequency of the complaints of the issues to the Landlord, I find that the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the rental unit.

Substantial interference & harassment

59. The Tenant testified that on January 29, 2026, when she had called to follow-up with the Landlord on her complaints about mould, the Landlord became very hostile and intimidating towards her. She testified that he called her a “little shit”, used profanity and told her to get out of his house. She testified that he also began accusing her of smoking in the rental unit, which she has never done since she does not smoke. She testified that following this incident, she became fearful to raise any concerns with the Landlord. She testified that he also told her to “fuck off” in a text message on September 22, 2024 when she was reiterating the requirement to give 24 hours’ notice to enter. A copy of this text message was submitted into evidence.
60. The Landlord did not deny that he said these things to the Tenant. He testified that after the damage in the unit due to the leak under the sink and the Tenant’s threats to bring an application, he “told her where to go”. He testified that he hounded the Tenant for 2 years about smoking in the rental unit. He knew she was smoking because he could smell it when he was in the laundry room, which is near her rental unit and he has a very sensitive nose so he can tell where the smell is coming from.
61. The legal test for harassment generally applied in the LTB jurisprudence is that harassment is a course of vexatious comment or conduct towards another which one knows or ought to know would be unwelcome by the other person, which is pursued for no legitimate lawful purpose (see: *Grimard v. Knight*, ORTHD No 62; *O’Grady v. 6891799 Canada Inc.*, 2023 ONLTB 25933 (Canlii), para 70).
62. The Landlord knew or ought to have known that his comments to the Tenant would be unwelcome. The Landlord called the Tenant a “little shit” and swore at her on at least two occasions. These comments serve no reasonable or legitimate purpose and were therefore intended to harass or vex the Tenant. Any reasonable person would find these comments hurtful and intimidating in the circumstances.
63. Additionally, I find that the Landlord’s continual accusations about smoking in the rental unit were unfounded and amount to harassment. The only evidence the Landlord had that the Tenant was smoking or vaping in the rental unit was his belief that smoke he smelled in the laundry room of the building was coming from her unit. The Landlord led no evidence that he or anyone else ever smelled smoke in the Tenant’s unit, or that there was any evidence of smoking found in the unit the numerous times that the Landlord entered without proper notice. The Landlord’s evidence was therefore insufficient to prove that the Tenant was smoking or vaping in the rental. Continually accusing the Tenant about smoking and vaping without sufficient evidence, particularly when the Tenant has repeatedly denied that she smokes at all, in my view, amounts to harassment.

T2 Remedies*Rent abatement*

64. The Tenant requested a 100% rent abatement for the months of February, March and September 2024 for the illegal entries.

65. The illegal entry of a rental unit is a breach of a tenant's privacy. An abatement of rent is the usual remedy granted in landlord and tenant matters. 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 the tenant is entitled to an abatement proportional to the difference in value of what is being paid for and what is being received.
66. The difficulty that arises in the context of a breach of privacy rights under the Act is that an abatement of rent is not an appropriate remedy. A single breach, such as the one here, may only deprive the tenant of his or her right to privacy for one day, which given what abatement represents, would seem to limit the available remedy to an abatement of the rent for one day. In an average tenancy, such a remedy results in an amount that is grossly inadequate. Awarding an abatement for breach of privacy fails to get at the full impact of the breach, which often results in lingering feelings of violation that can continue indefinitely into the future.
67. The Divisional Court in *Mejia v. Cargini*, [2007] O.J. No. 437, found that the phrase "any other order that it considers appropriate" in the remedies section of the Act (which is now found in paragraph 31(1)(f)) means that the Board has the power to award "damages for the breach of contract of lease". For the reasons stated above, in breach of privacy cases approaching remedy as a matter of damages arising from a breach of the tenancy agreement is more logical and appropriate than describing the remedy as abatement of the rent. In this case, the Tenant also claimed general compensation for the breach of privacy and I find that is the more appropriate remedy in the circumstances. Therefore, no rent abatement will be awarded in addition to the amount awarded for general compensation.

Moving costs

68. The Tenant claims compensation for her moving costs. I find it is appropriate to award moving costs in this case, as the unresolved maintenance issues warranted termination of the tenancy. The Tenant made substantial efforts to correct the Landlord's behaviour and have him address the maintenance issues, to no avail. The Tenant gave her notice to the Landlord on September 4, 2024 and stated that it was because of the conditions in the rental unit.
69. The Tenant requested moving costs in the amount of \$599.84 for a U-Haul truck, gas for the U-Haul truck, a cancellation fee for her internet and a suspension fee for suspending her wi-fi while staying with a friend.
70. I find that the costs for the U-Haul and the gas for the U-Haul are reasonable. The Landlord will be ordered to reimburse the Tenant for these costs, being \$308.56. I am not satisfied that it is reasonable to require the Landlord to pay for the Tenant's administrative costs for suspending and later cancelling her Rogers contract because the Tenant no longer required Wi-Fi. Therefore, the Tenant's claim for these costs is dismissed.

General Compensation

71. In both the T2 and T6 application, the Tenant requested general compensation for the maintenance issues, illegal entries, substantial interference and harassment. In the T2

application, the Tenant requested \$7,000.00 and in the T6 application, the Tenant requested \$8,662.80.

Health issues from mould

72. The Tenant testified that she experienced significant, long lasting health issues due to the mould in the rental unit. She testified that she has chronic sinusitis and is still experiencing hearing issues. She testified that whenever she left the unit for an extended trip and also once she moved out, she felt significantly better. She submitted several doctor's notes in support of these statements. One of the notes indicates that the cause of the issues is environmental. She testified that her cat also began experiencing seizures around the same time that her health issues began, which she suspects could be from the mould exposure as well.
73. I find that the evidence submitted by the Tenant is insufficient to prove that her health issues are caused by the mould. While one of the doctor's states that the cause is environmental, it is unclear whether that environmental cause is in fact mould, particularly when it was the Tenant's own evidence that her health issues have not resolved, albeit having vacated the rental unit more than a year ago. It was also the Tenant's own testimony that no doctor has explicitly confirmed or determined that the mould caused her health issues. For these reasons, this portion of the Tenant's claim is dismissed.

Illegal entries

74. In *Wrona v. Toronto Community Housing Corporation* (January 24, 2007) Toronto Docket No. 374/06, [2007] O.J. No. 423 (Div.Ct.) ('*Wrona*'), the Divisional Court replaced the decision of the Board and granted the tenant an abatement of \$1,000.00 for a single illegal entry, which was well in excess of 100% of the monthly rent charged.
75. In *Wrona* there had been at least one previous application brought to the Tribunal by the tenant about the same issue. In other words, there was a history of dispute between the parties about what constituted a legal entry. Here there was no prior application between the parties or any prior issues with illegal entry brought to my attention, so there was no such history.
76. Based on the precedent established by *Wrona*, the difference between the two cases, the evidence of the impact of the illegal entry upon the Tenant, and considering that *Wrona* was issued more than 20 years ago, I find that a reasonable amount for damages arising out of the Landlord's breach would be as follows:
- \$300.00 for the illegal entry on February 24, 2024 as the Tenant was home and had company over, which was quite intrusive.
 - \$2,000.00 for the illegal entry on March 23 or 24, 2024 considering the impact on the Tenant on that date was significant, particularly considering that her guest was nearly caught in an extremely revealing position.

- \$150.00 for each entry on September 5, 20 and 22, 2025 as the Tenant was not home during the entries and, although the rental unit was disturbed, the breach of privacy was minimal.

Harassment and loss of enjoyment

77. I am satisfied that the Landlord's behaviour in this regard had some impact on the Tenant. Considering the impact on the Tenant, that it was only two incidents, which were several months apart, and that the Tenant did not request a rent abatement for this issue, I find that general compensation in the amount of \$200.00 is reasonable in the circumstances.
78. The Tenant also claimed general compensation for not completing an aptitude test for a job interview as she was interrupted by the Landlord during the illegal entry on March 26 or 24, 2024.
79. As stated in paragraph 44, the Tenant has an obligation to mitigate her damages. The Tenant led no evidence that she reached out to the company to inquire about re-doing or finishing the test considering the circumstances or otherwise made efforts to rectify the situation. As such, I am not satisfied that an award for damages in addition to what has already been awarded for this illegal entry is warranted in the circumstances.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$9,301.92. This amount represents:
 - \$5,138.88 for a rent abatement.
 - \$308.56 for moving expenses that the Tenant has incurred.
 - \$824.89 for the reasonable costs the Tenant incurred to replace property that was damaged as a result of the Landlord's actions.
 - \$31.59 for the reasonable out-of-pocket expenses that the Tenant has incurred.
 - \$2,950.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 11, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 11, 2026, the Landlord will owe interest. This will be simple interest calculated from April 12, 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.

April 7, 2026
Date Issued

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.