



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-069510-24

In the matter of: A, 167 Fairhaven Circle
London ON N5W1E3

Between: Colleen Lumb Tenants
Kendra Maness

And

Abbey Rentals and Property Management - Landlord
1803290 Ontario Inc

Colleen Lumb and Kendra Maness (the 'Tenants') applied for an order determining that Abbey Rentals and Property Management -1803290 Ontario Inc (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 November 12, 2025.

The Landlord's Agent, Jamie Lucier, the Landlord's Legal Representative, Daniel Abraham and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenants submit that the Landlord has failed to properly address a moisture issue in the rental unit which has caused mold to appear in the rental unit.
3. The Tenant, Colleen Lumb ('CL') testified that in May 2019, she began experiencing issues with sewage water coming up through a drain in the basement and causing moisture to build up in the basement of the rental unit.
4. CL testified that the Landlord took various steps to address the issue, which the Tenants believed was resolved until 2023 when the Tenants discovered mold in the rental unit.
5. On July 15, 2023, the Tenant, Kendra Maness ('KM') sent an email to the Landlord advising that the baseboards in the rental unit were rising due to moisture in the basement

of the rental unit. The Landlord responded by bringing the Tenants a dehumidifier on or about July 19, 2023.

6. On October 8, 2023, the Tenants wrote to the Landlord asking the Landlord to address the moisture and mold that were present in the basement of the rental unit. On October 8, 2023, the Landlord again brought a dehumidifier to the rental unit and sent a contractor to inspect and address the mold on or about October 13, 2023 and Kilz was applied according to an invoice dated October 13 2023.
7. On June 4, 2024 and June 16, 2024, the Tenants again reported mold and moisture to the rental unit and the Landlord's contractor attended the rental unit to inspect the unit and perform work on the roof of the rental unit on June 6, 2024, June 19, 2024, and June 20, 2024 in order to address the potential cause of the leak and to address the mold.
8. On July 4, 2024, the Tenants hired Across Canada Restoration to perform a mold inspection at the rental unit at a cost of \$367.25. The Tenants' invoice from Across Canada Restoration indicates "after our assessment, there is still the source for mold to grow further. Without eliminating the source, there is still potential for mould spores to grow in the near future." CL submits that as per the report, the defective caulking around the rental unit and the drainage spout from the eavestroughs are a potential source for further mold buildup.
9. On July 22, 2024 and August 10, 2024, the Tenants again made a report to the Landlord via email of moisture and mold in the basement of the rental unit which the Tenants assert was not addressed by the Landlord by the time the Tenants vacated the rental unit in mid-August 2024. However, no photos of the mold during this period were entered as evidence.
10. The Landlord entered into evidence an inspection report dated July 30, 2024 from AuntieGen IICRC which states there was:
 1. Suspected microbial growth under stained carpeting, pet water bowl area
 2. Expected water stains visible in exterior window trim, bottom of exterior door seals, shower stall
 3. Observe multiple HVC diffusers and return air grills covered and obstructed by clothing and furniture
 4. Slight neglect on the part of the Tenants causing conditions to exist.
11. The report from the Landlord indicated that there was an acceptable amount of Cladosporium inside the rental unit, which appears to be the fault of the Tenants. The report also states that there are high penicillium/aspergillus type numbers near the dog water bowl and shower baseboard due to the Tenants' use of the rental unit and mucor species were found under carpeting but not in the air sample as a result of spillage onto the carpeting. The report indicates that all other molds are under the threshold acceptable indoor levels.
12. The Landlord submits that each time the Tenants complained of moisture or mold in the rental unit, the Landlord took immediate and reasonable steps to address the moisture and

mold in the rental unit. The Landlord further submits that any mold or moisture in the rental unit after the June 2024 remediation by the Landlord was a result of the Tenants' negligent use of the rental space which I accept based on the Landlord's mold report which states that mold levels found in the home are within threshold levels for acceptable indoor levels with the exception of the area under a dog bowl which tested high for penicillium/aspergillus type numbers and that this type of mold falls solely on the Tenant.

13. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain the residential complex and did not fail to comply with health, safety, housing, or maintenance standards.
14. 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.
15. In this case, the evidence supports the fact that the Landlord took reasonable steps to address and remediate the mold in June 2024. It was undisputed that each time the Tenants reported moisture or mold in the rental unit, the Landlord took immediate steps to address the issue.
16. While the Tenants assert that there were ongoing mold and moisture issues after June 2024, there were no photos of any of the alleged mold or moisture during that time and the Tenants' own report suggests only "potential" for future mold growth but did not identify any current mold issues in the rental unit.
17. I was not satisfied that the Tenants have proven, on a balance of probabilities, that the Landlord breached any maintenance obligation. Rather, I find it more likely based on the evidence before me that the Landlord responded to each maintenance issue reasonably in the circumstances.
18. As a result, the Tenants' application is dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

April 2, 2026
Date Issued

Christopher Lin
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.