



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Maddox Sherbourne Inc. and ONTARI Holdings Ltd. v Peart, 2026 ONLTB 30040

Date: 2026-04-10

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

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

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

And

Kassandra Peart Tenant

Review Order

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.

This application was resolved by order LTB-L-081570-25, issued on April 2, 2026.

On April 9, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Reasons:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

Facts

2. The rental unit is unit 1615 of an apartment building. In July, 2025, the Landlord informed its tenants that a water leak had occurred in the building. The Tenant then discovered mould under her kitchen sink.
3. On August 5, 2025, the Tenant arranged for an air quality test, which found unsafe levels of toxic mould spores in the air in her unit.

4. On August 8, 2025, the Landlord provided a temporary unit in the same building, unit 1703, for the Tenant to live in while it conducted mould remediation and air quality tests. The Tenant started staying in unit 1703.
5. The Landlord then carried out repairs in unit 1615. Then, on August 20, 2025, the Landlord arranged for an air quality test which found that no toxic mould spores were present in the air in the unit.
6. On September 3, 2025, the Landlord asked the Tenant to vacate unit 1703 and return to unit 1615. The Tenant refused, taking the position that the Landlord had not adequately remediated the mould and that the unit was still unsafe.
7. The Landlord then served an N5 notice to terminate the tenancy in unit 1615 if the Tenant did not vacate unit 1703 within seven days. The Tenant remained in unit 1703, and the Landlord brought this application to terminate her tenancy pursuant to the N5.

Decision under review

8. After hearing the evidence, Member McComb found that the Landlord had proved, on a balance of probabilities, that there were no longer toxic mould spores in unit 1615's air. She also found that the Tenant had not provided any evidence that unit 1615 was still uninhabitable. In particular, the Tenant had not conducted another air quality test after the Landlord had carried out repairs.
9. As a result, she found that the Tenant should have vacated unit 1703, and had failed to do so.
10. The Member granted relief from eviction on the condition that the Tenant vacate unit 1703.
11. The Tenant requests a review on the basis that the Member erred in finding that she was required to vacate unit 1703, for two reasons. I will consider each in turn.

Did the Member fail to apply section 20?

12. First, the Tenant argues that the Member failed to consider section 20 of the *Residential Tenancies Act, 2006* (RTA), which provides that the Landlord was responsible for maintaining unit 1615 in a good state of repair and fit for habitation. She argues that the evidence showed that the Landlord had not fully repaired the water leak, and that mould might still be present in the unit.
13. I am not persuaded by the Tenant's argument. The question before the Member was not whether the Landlord had met its section 20 obligations. If the unit was still in disrepair, whether because of a water leak, mould under the sink, or any other reason, the Tenant could have applied under section 29 for various remedies including an order that the Landlord do further repairs. However, normally a tenant is expected to keep living in a unit while repairs are carried out. In this case, the reason that the Landlord provided a

temporary unit was that unit 1615 was unsafe because of toxic mould spores in the air. The question before the Member was whether the Landlord needed to keep providing the temporary unit, not whether the Landlord had completed all the outstanding repairs to unit 1615.

14. Consequently, the Member correctly considered the narrow question of whether there were still toxic mould spores in the air in unit 1615. She found that there were not. That finding was certainly available to her on the evidence.
15. The Member did not err by not considering the broader question of whether the Landlord had met its section 20 obligation to maintain unit 1615 in a good state of repair. That question was not before the Member.

Did the Member err by failing to allow relevant evidence?

16. Second, the Tenant argues that the Member refused to allow relevant evidence. She says that in her examination in chief, her representative was prevented from asking “relevant questions necessary to establish the timeline of events,” and that portions of audio recordings were excluded which would have provided “context.”
17. The Tenant has not explained what questions her representative was prevented from asking, or how they would have affected the Member’s understanding of the timeline of events. She has also not explained what context the recordings would have provided that could have affected the Member’s assessment of the evidence.
18. Rule 26.8(e) provides that a review request must provide sufficient information to support a preliminary finding of an alleged serious error. It is not sufficient to simply assert that relevant evidence was excluded. The Tenant has not explained what the excluded evidence was, why it was relevant, or how it could have affected the result.
19. The question before the Member was a narrow one: were there still toxic mould spores in the air in unit 1615 after September 3, 2026? It is difficult to see how the “timeline of events” or “context” could have been relevant to that question. The simple fact is that after the Landlord had carried out repairs, it conducted an air quality test and the Tenant did not. The Landlord’s air quality test indicated that the unit was safe, and there was no evidence to the contrary. It would not be an error for the Member to exclude evidence that was not relevant to the question before her.

Result

20. I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings. The review will be denied.

It is ordered that:

1. The request to review order LTB-L-081570-25 issued on is denied. The order is confirmed and remains unchanged.

April 10, 2026
Date Issued

Dale Whitmore
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.