



Amended Order
Order under Section 135
Residential Tenancies Act, 2006
And Section 21.1 of the **Statutory Powers Procedure Act**

File Number: LTB-T-074385-24-AM

In the matter of: 2, 1277 LESLIE DR
INNISFIL ON L9S0L2

Between: Tosan Bode Tenant
Tekla Bode

And

Pennfund Corp. Landlord

Tosan Bode and Tekla Bode (the 'Tenant') applied for an order determining that Pennfund Corp. (the 'Landlord'):

- collected or retained money illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- 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 January 12, 2026.

The Landlord, the Landlord's Agent, Tekla Bode, and the Tenant's Agents, Alissa DiBella and Tony DiBella attended the hearing.

This amended order is being issued to correct a clerical error in the order issued on April 15, 2026.

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 to the Tenants \$2,448.00 which represents a rent abatement and the cost of filing this application.

2. The Tenant submits that the Landlord collected a rent deposit of \$2,450.00 and did not pay any interest owing on the deposit. The Landlord submits that, as per order LTB-L-062075-24, which was issued on April 30, 2025, the last month's rent deposit and the interest owing to the Tenant were deducted from the total arrears the Tenant was ordered to pay to the Landlord. This was a final order, which was upheld in review order LTB-L-062075-24-RV dated September 9, 2025.
3. As the last month's rent deposit and interest were accounted for and applied to the outstanding arrears in order LTB-L-062075-24, I was not satisfied that the Landlord had illegally retained the Tenant's rent deposit or any interest owing on it.

Substantial Interference

4. The Tenant submits that the Landlord has interfered with the Tenants' reasonable enjoyment by allowing dogs from the neighbourhood to walk into their backyard which is an unfenced yard connected to an vacant lot.
5. The Tenants entered into evidence video surveillance recordings of various dogs wandering through the Tenants' backyard on August 20, 2024 and August 23, 2024. The Tenants submit that they reported dogs entering the backyard to the Landlord on May 10, 2024.
6. The Landlord denied being informed of neighbourhood residents' dogs entering the Tenant's yard, and submits that even if neighbours were walking dogs through the Tenants' backyard, there was nothing that could be done as the Landlords were not aware of whose dogs were passing through the backyard as they were strangers, presumably from the neighbourhood walking their dogs through the vacant lot.
7. Section 22 of the *Residential Tenancies Act, 2006* (the 'Act') states that a landlord shall not substantially interfere with a tenant's reasonable enjoyment of the rental unit. It is not sufficient for a landlord to merely refrain from conduct that substantially interferes. Landlords have a positive obligation to take reasonable steps to provide tenants with reasonable enjoyment. The leading case on this issue is *Hassan v. Niagara Housing Authority*, [2002] O.J. No. 5650 (Ont. Div. Ct.) [Hassan].
8. The facts in *Hassan* differ a great deal from this case. In *Hassan*, the applicant tenant was being seriously harassed by another tenant. The Landlord argued it was not responsible for the harasser's behaviour. The Court held that "it is not that the other tenant's actions are imputed to the landlord, but rather, the landlord's legal responsibility to provide the tenant with quiet enjoyment that gives rise to the responsibility on the landlord to take reasonable steps to correct the intrusion of the neighbouring tenant on the tenant's right to quiet enjoyment."
9. The Court continued, "the landlord has the positive obligation to provide the tenant with quiet enjoyment and take the reasonably necessary action against any tenant that denies a neighbouring tenant quiet enjoyment of his premises." In that case, the Court held that the landlord's obligation included taking immediate steps to terminate the harasser's tenancy.

10. In this case, the offending conduct was not committed by another tenant in the residential complex, but rather by persons unknown who are presumably residents in the broader neighbourhood. The Landlord has no ability to change the conduct of random strangers whose dogs may sometimes wander onto the property unleashed.
11. In this case, I was not satisfied that the Tenants have demonstrated, on a balance of probabilities, that the Landlord has failed to take reasonable steps to minimize any interference to the Tenants. The Tenants have not proven that the Landlord substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

Maintenance

12. The Tenant submits that on January 26, 2024 at approximately 10:00 a.m., their child observed standing water in the rental unit in the same room as the electrical panel. The Tenants testified that the Landlord sent a plumber on the same day to address the leak but did not send an ESA approved electrician to address any potential electrical defects.
13. The Landlord, Alissa DiBella ('AD') testified that on January 26, 2024, she was informed of a leak in the rental unit. AD testified that the Landlord was able to plug a leak in the foundation on the same day. It was undisputed that there were no further leaks after January 26, 2024.
14. AD also testified that she had hired an electrician to inspect the electrical panel and wiring in the flooded room to ensure that there were no issues with the electrical components in the room. The Tenant did not dispute this but asserts that the electrician was not "ESA approved."
15. The Tenants also testified that mold began to develop in the rental unit due to the leak. The Tenant, Tekla Bode ('TB') testified that the Landlord was informed verbally of mold around the flooring trim in the rental unit around May 2024. The Tenants submit that the mold was not addressed as of August 24, 2024, the date the Tenants vacated the rental unit. The Tenant entered photos showing dark discolouration around the flooring trim of the furnace room, which I accept is mold.
16. AD testified that she had attended the rental unit in May 2024 but could not recall if the Tenants had informed her of the mold. However, she testified that if she had been aware of any mold, she would have addressed the issue. The Landlords submit that they remediated the mold, but only after the Tenants vacated.
17. 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.
18. I was satisfied based on the evidence before me that the Landlord reasonably addressed the initial leak in the furnace room. However, I found their response regarding the mold issue was inadequate. I accept the Tenant's oral evidence that they noticed mold in the

furnace room in May 2024 and notified the Landlord promptly, however the Landlord did not address the issue until after the Tenant vacated.

19. As a result, I find that the Landlord failed to meet the Landlord's maintenance obligations in relation to the mold in the furnace room.

Remedies

20. The Tenant's application claims a rent abatement of \$6,125.00 which represents 25% of the rent for a period of approximately 6 months. In this case, the Tenants reported the mold in May 2024 and the mold was not addressed until after the Tenants vacated in August 2024.
21. An abatement of rent is a contractual remedy designed to address the idea that if a tenant is paying for a bundle of goods and services and not receiving them, the rent should be abated proportionally to the difference between what was being paid and what was being received.
22. In my view, the percentage abatement requested by the Tenant is excessive. The Tenant experienced a mold issue which persisted for approximately the last four months of the tenancy and was not addressed by the Landlord. While the Tenants did not provide any testimony of the impact of the mold, because mold is generally known as a possible health concern, I am satisfied that a rent abatement of 15% for the four months is reasonable in the circumstances.
23. As a result, the Landlord shall be ordered to pay the Tenants \$2,400.00 as a a rent abatement for the mold issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,448.00. This amount represents:
 - \$2,400.00 for a rent abatement
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 26, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 26, 2026, the Landlord will owe interest. This will be simple interest calculated from April 27, 2026 at 4.00% annually on the balance outstanding.

April 15, 2026
Date Issued

Christopher Lin
Member, Landlord and Tenant Board

April 28, 2026
Date Amended

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.