



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-082124-25

In the matter of: 105, 3 Flemington Road
Toronto ON M6A2N3

Between: Anuradha Anpalagan Tenant

And

Toronto Community Housing Corporation Landlord

Anuradha Anpalagan (the 'Tenant') applied for an order determining that Toronto Community Housing Corporation (the 'Landlord'):

- 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 their 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 March 16, 2026.

The Tenant Anuradha Anpalagan, Tenant's Legal Representative Mustafa Kashif, Landlord's Agent Ahmed Ali, and the Landlord's Legal Representatives Marina Francesa McKenzie and Jessica Fletcher attended the hearing.

At the hearing the parties consented to the following order in full and final satisfaction of all issues in this application. I am satisfied the parties understood the terms.

Agreed facts on consent:

1. The Tenant has resided at the rental unit since September 1, 2013, with her three children. The rental unit is a Rent-Geared-to-Income (RGI) unit within TCHC's portfolio. The tenancy is ongoing.
2. The Tenant has experienced numerous maintenance issues since moving in, including but not limited to mold, dampness, flooding, and ceiling/wall damage caused by these issues, which impacted the Tenant's and her children's physical and mental wellbeing.
3. The Tenant and her children made many reports about the maintenance issues to TCHC staff/contractors, who attended the rental unit on various occasions in response to reported maintenance issues.

4. The Tenant reported ongoing mold issues to TCHC's Client Care Centre in 2022. In July 2024, a TCHC representative attended the unit, confirmed the presence of mold, and said she would report the issue to housing staff. Following that inspection, on July 23, 2024, TCHC hired a contractor to make repairs. The mold was cleaned, drywall was replaced and the area was repainted.
5. A hole in the bathroom ceiling appeared at the end of November 2022 because of water pipe issues from the unit above. Contractors attended and opened the ceiling further. The hole in the ceiling was repaired in December 2025, after these applications were filed.
6. Damp walls in the bathroom appeared around the same time as the ceiling hole. One of the bathroom walls was repaired in October 2024.
7. In mid-2025, there were recurring kitchen sink drainage and flooding issues in the unit. The flooding extended from the kitchen into the living room. The Tenant reported this issue to TCHC's Client Care Centre in June 2025.
8. The Tenant submitted unit transfer (accommodation) requests to TCHC on October 25, 2021, March 17, 2023, and August 3, 2023 because the ongoing maintenance issues were having a severe impact on her and her children's mental health. These were denied on the basis that the accommodations requested would not be met by moving the tenant to another unit. Instead, they were maintenance issues.

It is ordered on consent that:

1. On or before June 1, 2026, the Landlord shall pay to the Tenant the sum of \$4,533.98.
2. The Landlord shall comply with its obligations under the Residential Tenancies Act, 2006 (the 'Act'), and specifically under section 20 of the Act. Without limiting the generality of the foregoing, the Landlord shall complete the following repairs on or before:
 - a) May 15, 2026: Investigation and treatment of mold, including professional mold remediation in bedrooms 1-3 (windows, walls, closets), and the kitchen (floors, walls, counters/countertops).
 - b) June 30, 2026: Repair of damaged walls and resolution of underlying plumbing cause, and repairs of any other issues arising from inspections, including kitchen floors.
3. The Landlord shall schedule a follow-up inspection two months after the repairs noted in paragraph 2 are completed to confirm that the mold and flooding issues have not returned.
4. The Landlord shall accept maintenance service requests from, and relay all information regarding the maintenance process to, the Tenant's designated support person, provided that a valid and up-to-date consent to release information has been filed with the Landlord. The Tenant shall ensure the consent to release information remains current and is updated no less than once a year.

5. The Tenant may also have a support person present for any inspections and/or repairs of the rental unit, if desired. The Tenant is not required to speak to agents of the Landlord during unit inspections and/or repairs.
6. Within 14 days of the date of this order, the Tenant shall provide the Landlord with a copy of the key for the secondary lock on the rental unit.
7. The Tenant shall not deny access to the rental unit or otherwise impede the Landlord's ability to carry out the repairs ordered under paragraph 2 after being served with proper notice of entry.
8. If the Landlord fails to pay the amount set out in paragraph 1 of this order by the required date, the Tenant may, without further notice to the Landlord, file this order with the Small Claims Court for enforcement as a judgment of the Ontario Superior Court of Justice.
9. If the Landlord fails to complete a repair by the applicable deadline set out in paragraph 2 of this order, the Tenant may seek further relief from the Board, including enforcement of this Order and any other remedies the Board considers appropriate, after providing written notice to the Landlord of the alleged breach.
10. This order constitutes full and final resolution of all claims that were or could have been raised in LTB File No. LTB-T-082124-25, subject to the Landlord's compliance with the terms set out in paragraphs 1 and 2. For greater certainty, this order does not preclude the Tenant from bringing a future application to the Board in respect of any new breach of the Landlord's obligations under the Act arising after the date of this order.

May 5, 2026
Date Issued

Kyle Anderson

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.