



Order under Section 30 Residential Tenancies Act, 2006

Citation: Eyinga v CAKAL, 2026 ONLTB 31784

Date: 2026-05-04

File Number: LTB-T-072431-25

In the matter of: 245, 245 CHECKERBERRY CRES
BRAMPTON ON L6R3P7

Between: Catherine Eyinga Tenant

And

Selma Cakal Landlord

Catherine Eyinga (the 'Tenant') applied for an order determining that Selma Cakal (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 April 8, 2026.

The Landlord, the Landlord's Legal Representative, Shalini Puri, and the Tenant attended the hearing.

Determinations:

Preliminary Issues:

Request to Hear the T2 Application with the T6 Application Denied

1. On the date of the hearing, the Tenant advised she filed a T2 application with the Board on March 31, 2026 (LTB-T- 028654-26) and wished the T2 application be heard together with the T6 application. In the T2 application, the Tenant alleges illegal entry, substantial interference with reasonable enjoyment of the rental unit, harassment, and withholding vital services which occurred during her tenancy. On April 1, 2025, the Tenant uploaded into the portal the T2 evidence package in the T6 file. The Tenant also emailed the T2 application to the Landlord on the same date.
2. The Landlord's Legal Representative did not consent to hearing the applications together as only 7 days were provided in order to hear a brand new application with brand new allegations and there was not enough time to prepare for the T2 application.

3. As the hearing block was already at capacity, there was insufficient time to hear the T2 application together with the T6 application. Given the last minute request and the concerns about prejudice raised by the Landlord, the request to hear the applications together was denied.

Request to Amend the T6 Application

4. At the hearing, the Tenant requested to amend the maintenance application and add extra claims. These claims included that the rental unit did not conform to City of Brampton bylaws as it was not a registered rental unit, as well as an allegation that the Landlord did not have the required city permits to conduct the repairs that occurred on August 4, 2025. In addition to these claims the Tenant requested \$3,500.00 by way of remedy for these allegations.
5. The Tenant also requested to amend additional remedies. In the initial application, the Tenant requested \$230.00 in damaged binders and lunch boxes, hotels and meals in the amount of \$449.54, and \$5,000.00 for a last month's rent deposit and one month of excess rent paid. The Tenant also asked for general damages but did not specify an amount. By way of amendment the Tenant asked to add \$2,000.00 for an unsanitary rental unit and a negligence claim plus \$11,000.00 for 50-75% rent abatement over a 9 month period. Notably the amended rent abatement included the T2 and T1 in this claim. The Tenant clarified at the hearing she was seeking an \$11,000.00 abatement for the T6 application.
6. The Tenant emailed the amended T6 application to the Landlord and to the Board on April 1, 2026. The Landlord's Legal Representative acknowledged the receipt of the amended T6 application.
7. The Landlord's Legal Representative opposed the amendments and requested that only the claims in the original application be heard. The Landlord's Legal Representative says that the remedy requested was too vague as the \$11,000.00 involved the T1, T2, and T6 applications together. The Landlord also opposed to the new claims on the T6 application regarding the new allegations for the alleged City of Brampton bylaw breaches.
8. The Board's Rule 15.3 says a request to amend will be decided at the hearing after considering 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. The decision to grant or deny an amendment is discretionary.
9. With regards to the amendment request to add in new allegations, the request is denied. The application was filed on September 2, 2025, and the Tenant had plenty of time to amend the application prior to the hearing. The Tenant's reasoning for the delay was vague and unsubstantiated. The issues were not minor in nature and raised considerable prejudice to the landlord based on the added remedy of \$3500.00. For these reasons the amendment was denied.
10. With regards to the claim to add an \$11,000.000 rent abatement and a \$2,000.00 negligence claim, I reserved my decision at the hearing. Having considered the

submissions of the parties, and reviewed the original application I am granting the request to amend. I note that in the original application the Tenant requested general compensation but did specify an amount. In other words, the Landlord knew or ought to have known some form of claim was coming. Because the Tenant had asked for a general compensation amount in the original application the request to amend is granted to include the \$2,000.00 negligence claim and the \$11,000.00 in rent abatement.

11. I noted at the hearing that the \$5,000.00 requested in the original application for overpayment of rent and the retention of a last month's rent deposit was already heard at a T1 application on March 31, 2026. Therefore, those claims were not considered as they have already been heard.

T6 Application-Maintenance

12. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
13. The Tenant claims that the Landlord is in breach of section 20(1) of the Act as there was a mould and moisture issue in the rental unit throughout her tenancy and because of that, the Tenant vacated the rental unit.
14. The residential complex has two units. The Landlord lives on the top floor, and the Tenant previously lived in the basement.
15. The Tenant testified that she moved into the rental unit on November 2, 2024 and on the same date, noticed on the floor her feet would stick. She alleged this arose because of moisture issues. The Tenant also says that she noticed mould on the wall in the kitchen area. The Tenant says that she told the Landlord about the humidity issue and the mould on the wall on November 2, 2024 through a telephone conversation.
16. The Tenant says that on July 21, 2025, she was cleaning her children's bedroom and noticed her children's school binders full of mould. The Tenant says that she told the Landlord of this incident the same day.
17. On July 24, 2025, the Tenant says she found more mould on the fabric part of her box spring. The Tenant told the Landlord about the issue. The Tenant placed the mattress and the boxspring outside. The Tenant attempted to clean the mould with vinegar and baking powder but was unsuccessful as the mould returned on July 26, 2025. At that point, the Tenant cut the material from the back of the boxsprings and discovered a larger mould growth located inside of the boxspring. The Tenant took pictures and sent the pictures to the Landlord on July 27, 2025. The Tenant acknowledges the Landlord attended the rental unit on July 27, 2025 with a technician. The Tenant says the Landlord told her on the telephone that the inspector was returning on July 28, 2025, and that she had to leave the apartment for two days as the inspector was attending the rental unit to clean the mould. The Landlord denies telling the Tenant she needed to vacate the rental unit and that she left on her own accord.
18. The Tenant points to one text message that she sent on April 25, 2025, where she tells the Landlord that the rental unit is cold. She believes that this shows that she advised the Landlord there was moisture in the rental unit.

19. The Landlord denies that the Tenant told her about any moisture issues when she moved into the rental unit, or at any point in the tenancy until she was notified on July 21, 2025, that her children's binders had mould on them.
20. The Landlord says that she treated the issue very seriously and responded immediately. The Landlord says that on July 21, 2025, she called a mould company to conduct an inspection on July 21, 2025 and that they attended the rental unit at approximately 2 p.m. that day. The Tenant denies a mould specialist attended on that day. The Landlord also says that after the Tenant sent her pictures of the mould on the box spring after she removed the fabric, she contacted her insurance company and more mould specialists attended the rental unit that same day on July 27, 2025, and that they attended again on July 28, and July 30, 2025. The Landlord says the mould specialists said that the moisture and mould were caused by the vents in the Tenant's rental unit being closed, and once they were finished cleaning the rental unit on July 30, 2025, the rental unit was habitable.
21. The Landlord says she received an inspection report, but none was submitted into evidence.
22. The Landlord says that on August 4, 2025, an excavator attended the rental unit and were digging around the foundation. The Landlord says that by 8 p.m. on August 4, 2025, the Tenant vacated the rental unit with no notice to terminate the tenancy.
23. The Landlord says that the repairs were completed on the exterior of the rental unit or about August 10, 2025, but that she received the full report on or about August 16, 2025.

Analysis

24. Section 20(1) of the Act sets out a landlord's maintenance obligations. It states:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing, and maintenance obligations.

25. 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.
26. Here the Tenant and the Landlord disagree about when the Tenant notified the Landlord about the moisture issue. The Tenant says she notified her via telephone on or about November 2, 2024, and that the moisture issue was an ongoing issue throughout her tenancy. The Landlord denies knowing about any moisture issue until she was advised on July 21, 2025 of mould on the Tenant's binders. I note the Tenant submits into evidence multiple text messages between her and the Landlord starting July 21, 2025, regarding the mould issue, however there are no text messages of any kind describing any moisture

issues to the Landlord before this occurred. There was no independent corroboration of earlier mould complaints.

27. I am left with competing versions of when the Landlord was notified of any moisture issues. Absent of some evidence that might tip the scales in favor of the Tenant, where the preponderance of evidence does not rise to the level of a balance of probabilities, that is greater than 50%, then they must fail. Therefore, I am not satisfied that the Tenant told the Landlord of about the moisture issue prior to July 21, 2025.
28. From July 21, 2025 onward, the Landlord responded to the mould issue immediately. There is no dispute that the Landlord attended the rental unit on July 27, 2025, with a mould specialist, and that on July 28, 2026, the mould specialists were addressing the mould and moisture issue until it was resolved by July 30, 2025. The Landlord says there is no mould issue from that point forward on the interior of the rental unit, but that exterior repairs needed to be done. Through text messages dated August 2, 2025, the Landlord acknowledges the cracks on the exterior walls of the residential complex were completed but required some follow up to verify if the exterior repair was successful.
29. Just because there is mould or moisture issue, that does not mean the Landlord is automatically in breach of its maintenance obligations. The breach would occur if the Landlord failed to act in a reasonable timeframe once they were notified of the issue. The evidence before me is that the Tenant told the Landlord about the mould issue on July 21, 2025, and by at least July 27, 2025, the Landlord had a mould specialist attend the rental unit to conduct an inspection and repairs started on July 28, 2025 and the interior repairs were completed by July 30, 2025. Exterior repairs were completed on or about August 16, 2025. I find the Landlord responded in a timely manner and the issue was immediately addressed. I can appreciate that the mould issue was not pleasant for the Tenant. The Tenant unilaterally decided to end her tenancy without affording the Landlord time to conduct the repairs.
30. Therefore, based on the evidence before me, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain or repair the rental unit. As such, the application shall be dismissed.
31. Having failed to meet her burden of proof, the Tenant is not entitled to a remedy.
32. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
33. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's T6 application is dismissed.

May 4, 2026
Date Issued

Paula West Oreskovich
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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