



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-012212-23

In the matter of: 1506, 17 BATHURST ST
TORONTO ON M5V0N1

Between: Xiaoying Cai
Alexandre Paquet Tenants

And

Ping Chen Landlord

Xiaoying Cai and Alexandre Paquet (the 'Tenants') applied for an order determining that Ping Chen (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 January 22, 2026.

Only the Tenants attended the hearing.

As of **9:12am**, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants uncontested evidence.

Determinations:

1. This application was originally scheduled to be heard on April 24, 2024. The Tenants and the Landlord's agent, Ming Li, attended the hearing. The matter was adjourned by the adjudicator on the basis that the Landlord was not properly named on the application as the Tenants had included only Ming Li, the Landlord's agent, as a respondent. In this regard, the Tenants were directed to amend their application to name Ping Chen as the proper Landlord respondent by May 7, 2024.
2. The matter came before the Board again on February 13, 2025. The Tenants and the Landlord's agent, Ming Li, again attended the hearing. I was not satisfied that the Tenants properly amended the application to name the correct Landlord and therefore an adjournment was granted to permit the Tenants another opportunity to amend the Landlord's name. In this regard, Ming Li, confirmed that they would accept service on behalf of the named Landlord for the next hearing date.

3. Ming Li provided details regarding the correct name and address for the Landlord for the purpose of amending the application. The Tenants were given explicit instructions on how to amend and serve their application to properly identify the Landlord. They were to amend and serve the Landlord their amended application by February 21, 2025.
4. At the hearing on January 22, 2026, the Tenants provided evidence in the form of an email that on February 24, 2025 they served the Landlords agent, Ming Li, with a copy of their amended application correctly identifying the Landlord as required, albeit late.
5. On September 22, 2025 the Landlord's agent, was emailed a copy of the Notice of Adjourned hearing for the January 22, 2026 hearing date. The email address was the same as the previous email addresses of Ming Li and therefore I was satisfied the Landlord was aware of the hearing.
6. The Tenants testified that they moved into the rental unit in a newly built condo unit on or about February 1, 2021. Shortly thereafter they started noticing moisture dripping down the walls coming from the windows. They reported the issue to the Landlord's agent, however, nothing was done about the issue at that time.
7. The following winter, when the temperature would drop below 15 degrees, the issue with the excessive moisture recurred. In January of 2022 the Tenants again followed up with the Landlords agent about the moisture issue. The response they received was that the moisture around the windows was normal condensation from the change in weather and the heat in the unit and that it was the Tenants responsibility to wipe it up.
8. In order to mitigate the moisture issue, the Tenants started placing towels on the sills and wiped the water from around the windows. Despite this, mold started to develop on the sills and the baseboards. It was worse around the windows in the two bedrooms. One bedroom had windows on both sides. The balcony door would also sweat causing water to pool around the base of them. This was not a temporary or sudden moisture issue. It was a daily issue which required the Tenants to continuously wipe the excessive water during the colder winter months.
9. By February 7, 2023 there was a substantial amount of mold and mildew on the sills and window frames through the unit. The Tenants spoke back and forth with management where management finally acknowledged an excessive moisture issue on or about April 12, 2023. The Landlords agent and building management arranged to have someone come and clean the sills and paint over the issue on or about April of 2023.
10. Despite this, I accept that the issue with excessive moisture persisted and that the mold and mildew problem resurfaced again in the colder months around November and December of 2023.
11. The Tenants had a small child living with them in the unit and then a newborn in 2023. They would not allow their toddler to play close to the windows due to the mold and mildew growth and this had a negative impact on their health. Their newborn started experiencing skin allergies and they sought medical attention to deal with the issue. When it was apparent that the Landlord was not going to address the air quality or address the issue with the excessive moisture adequately, then they gave their notice and vacated the rental unit by August 31, 2025 because they did not want to experience another winter of moldy window sills.

12. The Tenants sought an abatement valued at \$400.00 per month from February 1, 2021 when they moved into the unit. However, the Tenants filed their application on February 7, 2023. In accordance with subsection 29(2) of the Act, the remedy can only extend back for a period of one year prior to filing the application. In this case, the remedy would start on February 8, 2022. Since the Tenants amended their application including the remedy on February 21, 2025, the period claimed covers a period of 36 months and 13 days.
13. I do not find the Tenants request for this level of an abatement unreasonable; however, the Tenants only experienced the excessive moisture admittedly during the winter months out of the year, or roughly 6 months out of the year between November to May. There are 22 months captured in this remedy period. This would translate to an abatement of \$8,800.00 for that period. However, the Tenants requested to amend their application for a total abatement of \$4,800.00 and at the hearing they also clarified they were seeking the value of the abatement for a period of twelve months at \$4,800.00 in total.
14. Given the impact of the moisture and mold issue on the Tenants and their children and given that the Landlord did not attend the hearing to dispute the Tenants application or requested remedy, I will order the abatement for the Tenants.
15. The Tenants vacated the rental unit on August 31, 2025 so it would be inappropriate to order the Landlord to perform the repairs as the Tenants requested.
16. The Tenants are also entitled to the \$48.00 application filing fee.

It is ordered that:

1. The Landlord shall pay the Tenant is \$4,848.00. This amount represents:
 - \$4,800.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 22, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 22, 2026, the Landlord will owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 11, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

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