



Order under Section 30 Residential Tenancies Act, 2006

Citation: Kerford v Szeto, 2026 ONLTB 36919

Date: 2026-05-11

File Number: LTB-T-076272-25

In the matter of: 223 Perth Street
Brockville ON K6V5E7

Between: Robert Kerford Tenant

And

Don Szeto Landlord

Robert Kerford (the 'Tenant') applied for an order determining that Don Szeto (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 May 5, 2026. Only the Tenant attended the hearing. As of 9:33am, 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 Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the allegations contained in the application.
2. The Tenant's application was filed on September 11, 2025, and alleges that the Landlord failed to meet their maintenance obligations under the Act by failing to address / remediate the presence of mould in the rental unit.
3. The Tenant moved into the rental unit on or about November 2022 and vacated on October 31, 2025.
4. The rental unit is a single detached home. The Tenant resided in the entire property.
5. The Tenant testified that on or about early August 2025, he observed mould present in the basement portion of the rental unit. The Tenant stated that he advised the Landlord of this concern on or about August 12, 2025 and that the Landlord inspected the rental unit on August 18, 2025.

6. During the inspection on August 18, 2025, the Tenant stated that the Landlord refused to remediate the issue and blamed the Tenant for the mould growth. The Tenant stated that there was no basis for this accusation.
7. The Tenant testified that at the time he vacated the unit that the mould had never been removed and/or remediated from the basement. The Tenant submitted into evidence photographs taken during the months of August and September 2025 showing visible signs of mould on the basement walls and ceiling (TT exhibit #1).
8. Section 20 of the *Residential Tenancies Act, 2006* (the Act) states:

20 (1) 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 standards.
9. Based on the uncontested evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act. The evidence before the Board suggests that there was mould present in the basement portion of the rental unit, that the Landlord was advised of this issue within a reasonable period and that the Landlord refused to address and/or remediate this maintenance concern.
10. The Tenant paid \$48.00 for the costs of filing the application and is entitled to reimbursement of those costs.
11. The Tenant's application seeks a rent abatement of \$3,000.00, which is equivalent to a 100% rent abatement for 3 months. The monthly rent at the time the tenancy terminated was \$1,000.00.
12. An abatement is a contractual remedy designed to address the idea that tenants are paying for a bundle of goods and services and if they do not receive everything they are paying for, the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received.
13. Based on the evidence before the Board, including the nature of the breach, the portion of the rental unit affected by the breach and the impact the breach had on the Tenant, I find that the Tenant is entitled to a total rent abatement of \$600.00, which is equivalent to a 20% rent abatement for the period of August 1, 2025 to October 31, 2025.
14. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The Landlord shall pay the Tenant is \$648.00. This amount represents:
 - \$600.00 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 May 22, 2026.

3. If the Landlord does not pay the Tenant 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.

May 11, 2026
Date Issued

Fabio Quattrociochi
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.