



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sutch v Ross, 2026 ONLTB 38469

Date: 2026-05-19

File Number: LTB-L-075501-25

In the matter of: Basement, 64 George Street West
Lindsay ON K9V5H9

Between: Ronald Sutch
Carrol Sutch
Landlords

And

Alexis Ross
Kanishk Amin
Tenants

Ronald Sutch and Carol Sutch (the 'Landlords') applied for an order to terminate the tenancy and evict Alexis Ross and Kanishk Amin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 6, 2026. Both Landlords and the Landlord's legal representative Nadine Little attended the hearing. Both Tenants attended the hearing and spoke with duty counsel prior to the hearing.

Determinations:

Preliminary Issue:

1. The Tenants state they did not receive a copy of the Landlords' document brief in advance of the hearing. The Landlords state it was served on the Tenants by email on April 29, 2026. The Landlords also filed a Certificate of Service which notes it was served on the Tenants by email on this date. The Landlords confirmed the email address the document brief was emailed to the Tenants and the Tenants confirmed it was the correct email address. The Tenants stated they did not see the document brief in their inbox or junk email. I was satisfied that the Landlords emailed the document brief to the Tenants correct email address on April 29, 2026 and I allowed the document brief to be admitted at the hearing.
2. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of

rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

3. The Tenants were in possession of the rental unit on the date the application was filed.
4. The Tenants vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit
5. The lawful rent is \$1,700.00. It was due on the 1st day of each month.
6. The Tenants have paid \$5,700.00 to the Landlords since the application was filed.
7. The rent arrears owing to February 28, 2026 are \$6,200.00.
8. The Landlords incurred costs of \$201.00 for filing the application and are entitled to reimbursement of those costs.

Section 82 issues raised by the Tenants

Mice inside rental unit

9. The Tenants state they observed rodent activity (mice) inside the kitchen of the rental unit In June 2025 and cleaned up the mouse droppings. The Tenants state they did not take any photographs but reported this to the Landlords on June 3, 2025.
10. The Tenants state that the Landlords attended the rental unit on that date but advised the Tenants they did not observe any signs of mice. The Tenants produced photographs which show a photograph of a live mouse inside the kitchen cupboard in November 2025 and a photograph of a dead mouse caught in a mouse trap on the kitchen floor and mouse droppings on and behind the kitchen stove in November 2025. The Tenants state the Landlords attended the rental unit on November 23, 2025 to shut off a water hose and the Landlords removed the dead mouse from the kitchen and then did nothing further to address the issue.
11. The Tenants stated that the Landlords arranged for pest control to come into the rental unit on December 22, 2025 because the Landlords were contacted by the Bylaw department from the Town of Lindsay relating to rodents inside the rental unit.
12. The Tenants also produced two photographs of a blood smear on the kitchen cupboards taken in mid-January 2026 which the Tenants state is from the mice and they reported this to the Landlords but no response was received. The Tenant Alexis Ross's son resided in the rental unit at that time and a copy of an undated allergy report was produced which notes he is allergic to rodents.
13. The Landlords state the Tenants were leaving the garage door and the basement door open and the Landlords asked the Tenant to keep the doors closed. The Tenants put to the Landlords that when the garage door was open, did the Landlords observe one of the Tenants smoking inside the garage. The Landlords did not dispute this and stated that they observed the doors left ajar on other occasions.

14. The Landlords state when they attended the rental unit in November 2025 to turn off the water, they observed a dead mouse at the rental unit, open garbage, and a mat that was soaking wet. The Landlords stated that they purchased mouse bait in November 2025 but they did not believe there was a rodent infestation.
15. The Landlords state on December 18, 2025, the Landlords received a copy of a Bylaw inspection report advising there is evidence of a rodent infestation in the rental unit as the Bylaw officer observed mouse droppings. The Landlords state they arranged to have pest control inspect the rental unit for mice in December 2025. The Landlords produced a copy of an invoice from a pest control company dated January 7, 2026 in the amount of \$200.00 which notes the rental unit was inspected for evidence of rodent activity. The invoice notes on two separate lines "Rodent Control Program" and "Update From Technician". The invoice notes "There was no evidence of mouse feeding on rodenticide throughout all interior bait stations. There was no new mouse evidence throughout the unit."
16. The Landlords stated they were experiencing financial difficulty because the Tenants were not paying their rent.
17. I find that the Landlords failed to meet their obligations under subsection 20(1) of the Act to address the issue with a rodent infestation inside the rental unit in a timely manner. For the reasons below, I find the Landlords are in breach of their maintenance obligations under subsection 20(1) of the Act for the period November 30, 2025 – January 7, 2026 which represents 7 days after they became aware of the issue until it was resolved January 7, 2026. I also find that the delay in the Landlords properly addressing the issue with mice inside the rental unit has substantially interfered with the Tenants reasonable enjoyment of the rental unit.
18. 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. It was rejected by the court that a landlord is automatically in breach of its maintenance obligation as soon as an issue arises.
19. I am not persuaded that the Tenants advised the Landlords regarding an issue with mice inside the rental unit in June 2025. This is because the Tenants state they reported it to the Landlords on June 3, 2025 when the Landlords attended the rental unit but the Landlords observed no signs of rodent activity in the rental unit. The Tenants did not produce any photographs of any rodent activity inside the rental unit in June 2025, nor lead further evidence regarding an issue with rodents until November 2025.
20. The Tenants' photographs taken in November 2025 show a photograph of a live mouse inside the kitchen cupboard, rodent droppings on the kitchen stove, and a dead mouse in a trap inside the kitchen. It is undisputed that the Landlords attended the rental unit on November 23, 2025 and observed a dead mouse in a trap on the kitchen floor. I accept that this was the date the Landlords became aware there were mice in the rental unit because based on the Tenants oral testimony only, I am not persuaded the Landlords were made aware of the issue prior to November 23, 2025. The Landlords testified that they did not believe there was a rodent infestation but provided no further testimony how

they determined this. The Landlords state they purchased mouse bait in November 2025. I find this supports the Landlords were aware there was an issue with mice in the rental unit but did not properly respond to the issue until December 22, 2025 when the Landlords arranged to have a pest control company treat the rental unit.

21. The Landlords fault the Tenants for rodents entering the rental unit because the Landlords observed open garbage, and the garage and basement doors being left open. I accept the Tenants explanation that when they would smoke in the garage, they would leave the garage door open. The Landlords state they observed the garage door being left open on other occasions but provided no further particulars or dates when they observed this. As a result, I am not persuaded that doors being left open at the rental unit was a persistent issue.
22. The Landlords do not dispute that pest control attended the rental unit on December 22, 2025 to treat the unit for mice following a report from a Bylaw officer sent to the Landlords on December 18, 2025 advising of a rodent infestation. I find this evidence supports there was a rodent infestation inside the rental unit.
23. The January 7, 2026 invoice produced by the Landlords from pest control company specifically notes there was no new evidence of mice due to no mouse activity observed feeding at the bait stations. The invoice also notes "Rodent Control Program". I find this evidence supports that there was mice activity inside the rental unit which was successfully treated through a pest control program and the issue was resolved by January 7, 2026. The invoice was from a pest control treatment provider and I accept that the invoice noting there is no longer any new mouse activity is persuasive because if there were any signs of mouse activity, it would be reasonable that the pest control treatment provider would advise of this and recommend further treatment but no further treatment was recommended based on no new signs of mouse activity being observed. I am not persuaded by the two photographs of blood smear that the Tenants rely on to support there was ongoing issues with mice in the rental unit. There were no other photographs produced from January 2026 to support ongoing activity with mice inside the rental unit, such as photographs of mouse droppings, or evidence of chewed food packages. Therefore, I accept the issue with mice inside the rental unit was resolved by January 7, 2026.

Mould inside the rental unit

24. The Tenants state that they purchased an air purifier in June 2025 to assist with the air quality in the rental unit. An undated copy of a duplicate receipt was produced which the Tenants state is for the air purifier. The Tenant Alexis Ross purchased a tent around June 3, 2025 to sleep outside at the rental unit but the Landlords advised she could not sleep outside in the tent and she discontinued from doing so.
25. The Tenants state there was a mould smell in the storage room at the rental unit. The Tenants state around January 13, 2026, they notice black spots on the ceiling of the kitchen and they sent a text message to the Landlords on this date to advise of this issue. The Tenants state the Landlords did not respond.

26. The Tenant Alexis Ross states that she attended the emergency department at the hospital on a few occasions because she had difficulty breathing and developed a rash on her body in January 2026 and produced a photograph showing a rash on her arms and legs. She visited her doctor and produced a letter dated January 13, 2026 which notes she presented with symptoms consistent with environmental exposure-related illness with suspected mould and allergen exposure. The bottom portion of the letter appears to be cut off and there is no signature visible at the bottom of the letter. The Tenants state that Alexis Ross's her son also became sick with a constant cough and runny nose due to the mould inside the rental unit.
27. The Tenants state the Bylaw department was contacted in January 2026 and the Tenants sent them photographs of the mould spots on the ceiling. The Tenants state that Bylaw did not attend the rental unit to inspect it for mould and the Tenants did not have the rental unit inspected for mould because they could not afford it. The Tenants produced a photograph of one of their mattresses at the rental unit taken in February 2026 which they state shows mould. The Tenants state the mattress was left behind at the rental unit when they moved. The Tenants produced another photograph of a mattress they took with them when they moved in February 2026 and they raise that the mattress has mould spots on it. The Tenants state this mattress was discarded shortly after they moved because Alexis Ross developed strep throat. The Tenants testified that Alexis Ross's rash and strep throat cleared up after they threw out the mattress they had brought with them from the rental unit.
28. The Tenants produced a copy of an allergy report dated April 21, 2026 which was done for Alexis Ross. The report identifies three types of mould on the report; Rhizopus Nigricans, Mucor, and N. Sitophilis.
29. The Tenant Alexis Ross states that she was pregnant and went to the hospital on October 21, 2025 and lost her baby a few days later. She states her baby had developed birth defects which was related to mould and mice at the rental unit.
30. The Tenant Alexis Ross states that she had paid \$7,000.00 to enroll in her second semester for school which commenced October 31, 2025 but she had to withdraw on November 3, 2025 and the school did not reimburse her for the tuition she paid. She states she had to withdraw because she was too sick to attend school due to issues she was experiencing with her health including skin rashes, difficulty breathing, brain fog, and eye twitching.
31. The Landlords state that when they attended the rental unit, they could not smell mould and confirmed the Tenants maintained the rental unit in a relatively clean condition. The Landlords state that they were advised that the Tenant Alexis Ross and her son reported feeling sick and that they had advised the Landlords it was due to mould at the rental unit.
32. I find the Tenants have not established there was mould inside the rental unit. This is because there was no copy of a mould inspection report produced for the hearing because the Tenants state they could not afford to have the rental unit inspected for mould. The photographs of the kitchen ceiling show very tiny spots and based on these photographs produced by the Tenants, I am not persuaded this supports the spots are mould. Further, as there was no copy of a mould report to support there was mould inside the rental unit, I

am not persuaded that the photographs of the two mattresses are due to the presence of mould inside the rental unit.

33. The doctor's note for Alexis Ross dated January 13, 2026 notes she has suffered "multiple symptoms since moving into an apartment with suspected rodent infestation and mould growth in walls, ceilings, and other structures". This would be based on the Tenant reporting this information to the doctor. While the doctor notes her symptoms are consistent with environment-exposure related illness related to suspected mould and rodent allergen exposure. It is undisputed that there were rodents inside the rental unit in November 2025 and pest control treated the rental unit in December 2025. The Tenant Alexis Ross produced photographs of a rash on her arms and legs which she developed in January 2026 but the letter from the doctor does not conclude if it was mould or rodent allergen exposure that caused the rash. It is the Tenant that has connected her symptoms to the mould she believes is inside the rental unit. Therefore, I am not persuaded based on this letter that there was mould inside the rental unit.
34. Further, there were no medical reports or doctor's notes produced to support the cause of what was making Alexis Ross's son sick. The undated allergy report notes her son is allergic to grass/pollen and rodents. The allergy test dated April 21, 2026 for Alexis Ross notes she has an allergy to three types of mould but there is no further medical information which links this to the presence of these three types of mould at the rental unit as there was no inspection for mould conducted at the rental unit
35. The Tenant Alexis Ross states that she had to withdraw from her second semester in early November 2025 shortly after it started on October 31, 2025 due to the adverse issues with her health. The Tenant did not produce any medical documentation to support the health issues she was experiencing in October/November 2025. The Tenant states she attended the emergency department due to difficulty she experienced with her breathing but no copies of emergency department records were produced to support when the Tenant attended. The Tenant testified that she lost her baby late October 2025 which I accept would have been a tragic experience but there was no medical documentation produced to support the issues the baby was experiencing are linked to mould inside the rental unit. The Tenants testimony links the baby's developmental issues and the loss of the baby to mould in the rental unit but no medical evidence was produced to support this position that was put forward by the Tenants.
36. For the reasons provided above, the allegation relating to mould inside the rental unit is dismissed.

Illegal entry

37. The Tenants state they had recently sold their vehicle so they did not have a vehicle parked in the driveway at the rental unit in May 2025. In early May 2025, the Landlords attended the rental unit and entered without previously serving the Tenants with a Notice of Entry. The Tenants state that the Landlords knocked on the door and then opened the door and entered the rental unit. The Tenants state that the Landlords then saw the Tenants inside and were surprised to see them and advised they were there to turn on the water access for the outside hose and the access was inside the rental unit. The Tenants state they then allowed them to turn on the water. The Landlords put to the Tenants that

they had no proof that the Landlords illegally entered the rental unit. The Tenants confirmed that this never occurred again.

38. I find the Landlords illegally entered the rental unit in early May 2025. The Landlords led no evidence to support that they served the Tenants with a valid Notice of Entry and they did not lead evidence which challenges the Tenants testimony. I find the onus would be on the Landlords to establish they served the Tenants with a Notice of Entry and they were silent on this. I find the Tenants provided a thorough explanation and description surrounding the Landlords entering the rental unit without first serving the Tenants with a valid Notice of Entry.
39. The Tenants are entitled to a rebate of rent of \$1,200.16 This amount will be deducted from the amount owing to the Landlords. An explanation for arriving at this amount is provided below.
40. The Tenants are entitled to a rent rebate of \$625.16 for the rodent infestation in the rental unit. I determined that the Landlords became aware there were mice in the rental unit on November 23, 2025 when the Landlords observed a dead mouse inside a mousetrap on the kitchen floor on November 23, 2025. I find the Landlords not arranging for pest control treatment until December 22, 2025 is unreasonable. I find a rent rebate for 38 days for the period November 30, 2025 - January 7, 2026 is reasonable (7 days after the Landlords became aware of the issue until the issue was resolved). The amount of the rent rebate is \$625.16 (\$1,700.00 divided by 31 days = \$54.84 per day x 38 days x 30%). This rent rebate is for both the Landlord's breach of section 20(1) of the Act and for substantially interfering with the Tenants reasonable enjoyment of the rental unit.
41. The Tenants claim \$200.00 for the purchase of pest control supplies. The Tenants did not provide any receipts or provide any dates when they purchased the pest control supplies. However, the November 2025 photograph supports a mousetrap was present in the rental unit which the Landlords observed a mouse caught in the mousetrap on November 23, 2025. I accept the Tenants purchased supplies to treat the issue with mice prior to the Landlords observing the dad mouse inside the rental unit. I find \$75.00 is a reasonable amount to be applied towards a rent rebate for the pest control supplies purchased by the Tenants.
42. The Tenants are not entitled to their claim of \$300.00 for damaged food due to pests inside the rental unit because the Tenants provided no particulars regarding what food they needed to replace because of pests inside the rental unit. There were no photographs or a description provided to support what the mice had damaged which the Tenants had to throw out.
43. I determined the Landlords illegally entered the rental unit in early May 2025. I accept this interfered with the Tenants reasonable expectation of privacy within the rental unit and the Tenants confirmed it only occurred on one occasion. Based on this, I find a rent abatement of \$500.00 is reasonable under the circumstances.

44. As the Tenants did not establish there was mould inside the rental unit, I do not find the Tenants are entitled to the other claimed expenses which I find relate to mould inside the rental unit.
46. The Landlords collected a rent deposit of \$1,700.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
47. Interest on the rent deposit, in the amount of \$40.10 is owing to the Tenants for the period from January 15, 2025 to February 28, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$3,460.74. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit and the rent rebate awarded to the Tenants is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before June 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Kimberly Parish
Vice Chair, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$11,900.00
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,700.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$40.10
Less the amount the Landlord owes the Tenant for a rebate	- \$1,200.16
Total amount owing to the Landlord	\$3,460.74