



Order under Section 30 and 31 Residential Tenancies Act, 2006

Citation: Van Blaricum v Marcoux, 2026 ONLTB 34952

Date: 2026-05-25

File Number: LTB-T-084332-24

In the matter of: B, 214 THOROLD RD
WELLAND ON L3C3V7

Between: Daisy Van Blaricum Tenant
Fred Chafe

And

Shawn Marcoux Landlord
Tricia Poulin

The capitalized word “Landlord” and/or “Tenant” refer to all parties identified as each at the top of the order.

Daisy Van Blaricum and Fred Chafe (the 'Tenant') applied for an order determining that Shawn Marcoux and Tricia Poulin (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on March 16, 2026.

The Landlord, the Landlord's Legal Representative Paul Fahy, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the applications. Therefore, the applications are dismissed.
2. The tenancy began February 1, 2024. The Tenant vacated the unit on August 31, 2024.

T6 application

3. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair the rental unit and did not fail to comply with health, safety, housing or maintenance standards.
4. The Tenant testified on July 7, 2024, they came back to the apartment and found mould. The Tenant phoned the Landlord, but it went directly to voicemail because the Landlord was in the United States. The Tenant finally reached the Landlord on July 14, 2024, through an email address they got from the upstairs tenant; the Tenant included a picture of mould on the wall, panelling and a bedroom pillow. The Landlord indicated they were returning the next day and would contact a contractor to come and assess the problem. On July 15, 2024, the Tenant met the contractor at the unit; the contractor said the problem mould would be addressed through remediation. The Tenant was told to stay out of the unit until the issue was fixed; the Landlord said they could leave their furniture, which they did. On August 7, 2024, the Tenant went to the unit to see how the remediation was progressing; drywall was missing all around the apartment and insulation was exposed. While there, the contractor said that the Landlord knew there was a problem that required the sump pump being checked regularly. The Tenant returned to the unit again on August 9, 2024, to check progress and saw more panelling had been cut at the bottom of the stairs and discovered mould on the bed that necessitated it being thrown out; the contractor apologized about the mould and said all furniture should have been removed from the beginning. The Tenant did not live at the unit since the mould was discovered; they had to put their trailer at a campground and live there for 3 months. The Tenant's testimony included reference to several pictures showing mould on: wall and panelling in basement and spare room; various shoe wear including runners, work boots, slippers, shoes; and, on furniture throughout the unit. The Landlord only returned the rent for July 2024, \$1900.00; they would not cover anything else. The application should be granted along with all requested remedies; the Landlord is responsible because of the mould issues and previous flooding problems. They loved the unit but could not live in it with air quality issues related to mould.
5. On cross examination, the Tenant confirmed: they did not check the lease about the Landlord's contact information; the Landlord contacted the contractor about remediation, including cleaning belongings, but this was not followed up on; the trailer was already at the campground, but they had to pay for the rest of the season; items were not taken to a laundromat to be cleaned; the bulk of the affected items discussed with the Landlord were shoes ; their were no receipts attached supporting their monetary claims for travel,, repair/replacement or moving/storage costs; and no documentary evidence of their communication with the insurance company. The Tenant also confirmed that the Landlord offered two options: the tenancy is not terminated and the rent for September to be pro-rated in accordance with the date the unit is ready; and, tenancy terminates early, the last month rent returned, and depending on when they actually vacate, any rent due will be pro-rated accordingly.
6. The Landlord testified after receiving the Tenant's email, they reached out to the contractor immediately upon their return to Canada, July 14, 2024; the remediation contractor did an assessment and quote, and also had an inspection done by IMS Laboratory to determine the degree/level of spores. On July 17, 2024, the lab report was completed, and the lab technician went through the results. The technician noted that the humidity was high in the unit, but the spore count was low. The Tenant was advised not to stay at the unit during

the repairs and that any items needing cleaned would be packed up and sent out; the Tenant said they could stay at their trailer while the work was being done. The remediation started immediately, including addressing the visibly affected areas and checking other areas to ensure they were not affected; they removed/cut panelling and baseboards. At the end of August 2024, the Landlord had a text discussion with the Tenant about the unit being liveable after the remediation was completed, but the Tenant said they were not comfortable living there because of breathing problems and still wanted the tenancy terminated; this was when the two options, remaining or vacating, were laid out to the Tenant with their respective terms. The application should be dismissed, the Landlord acted reasonably and did all they could, the Tenant did nothing to mitigate in respect of their belongings and chose to vacate when not necessary; the Tenant also did not provide any evidence that their insurance company would not cover their belongs or substantiation for the monetary remedies sought.

7. On cross examination, the Landlord testified the Tenant's texts wanting more than return of the on-month rent were based on storage costs, but that the amount kept changing; by this time the relationship had deteriorated, which is when the two options were set out.
8. The Landlord referenced documents, reports, pictures, and texts contained in their document brief.

Analysis

9. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair/maintain the residential complex, and did not fail to comply with health, safety, or maintenance standards. There was no evidence presented or argument that how the job was handled was contrary to any standards or regulations.
10. 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.
11. In this case the Landlord responded immediately, the contractor attended the unit the following day, July 15, 2024. The contractor assessed the necessary repairs and had a laboratory mould analysis done; the spore count at the time of inspection was assessed as very low to low. Although the mould was discovered a week prior, the Tenant testified they did not check for the Landlord's contact information in the lease; therefore, the Landlord is not responsible for the delay in reporting. The Tenant was aware of the progress throughout the approximate two-month remediation process; it was completed September 2024. Although advised that once remediation was complete the unit was liveable, the Tenant chose to end the tenancy indicating they could not live in a unit that had air quality issues due to their breathing problems; the Tenant did not provide any medical documentation supporting this claim. The Tenant also did not testify to any steps they took to mitigate their property being affected, nor did they present any evidence/documentation supporting their assertion that their insurance company would not cover any losses. Further, the Tenant did not have any proof to support the monetary losses being claimed.

As to living elsewhere during the repairs, the Tenant chose to live at the campground; when repairs are being addressed, particularly extensive or lengthy ones, it is inevitable that the tenant will be inconvenienced but this does not mean the landlord has breached their responsibilities.

12. For all these reasons, I find the Landlord acted reasonably and in a timely manner, therefore, the Tenant's T6 application must be dismissed.

T2 application

13. As to the T2 application, the Tenant did not prove the allegations contained in the application on a balance of probabilities. There was no testimony or evidence provided by either party; therefore, this application is also dismissed

It is ordered that:

1. The Tenant's applications are dismissed.

May 25, 2026

Date Issued

Diane Wade

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.