



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sharda Real Estate v Costello, 2026 ONLTB 40368

Date: 2026-05-29

File Number: LTB-L-010849-26

In the matter of: 2, 364 MCINTYRE ST W
NORTH BAY ON P1B2Z1

Between: Sharda Real Estate Landlord

And

Madison Costello Tenants
Dylan Turcotte

Sharda Real Estate (the 'Landlord') applied for an order to terminate the tenancy and evict Madison Costello and Dylan Turcotte (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2026.

The Landlord's Agents Kurt Blaszyk and Amit Sharda and the Tenant Dylan Turcotte attended the hearing.

Determinations:

1. The Landlord 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The parties agree that rent arrears owing to April 30, 2026 are \$14,000.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,000.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$29.69 is owing to the Tenants for the period from July 30, 2025 to April 13, 2026.

Section 82 Issues

10. The Tenants did not dispute the amounts of arrears claimed by the Landlord at the L1 hearing, however, they raised the following issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'):
 - a) Mold, Leaking Taps, and Bathroom Issues;
 - b) Structural and Safety Concerns;
 - c) Inadequate Maintenance and Inspection;
 - d) Property Maintenance and Cleanliness Issues;
 - e) Garbage Collection;

Mold, Leaking Taps and Bathroom Issues

11. The Tenant, Dylan Turcotte ('D.T.'), testified that since moving into the unit on August 1, 2025, there has been an on-going mold issue, leaking taps that constantly drip and a smell emanating from the drain in a bathroom.
12. The issue of alleged mold was reported to the Landlord via email on August 22, 2025, and photographs were provided on August 25, 2025 for assessment.
13. Based on a review of the photographs by the Landlord's contractor, it was recommended to scrape any loose or peeling paint and treat any affected areas with spray and then prime the area and repaint. The Tenants believe that the suggested solution offered by the Landlord is inadequate and does not address the underlying issue or remove the health hazard.
14. The Tenants confirmed at the hearing that they did not have the mold tested. Additionally, no documentation was provided by the Tenants confirming any medical issues associated with the mold.
15. The Landlord's Agent, Kurt Blasvzky ('K.B.'), testified that he is the Property Manager for the residential complex and that he attempted to contact the Tenants to address the mold issue as described above, but was unable to reach the Tenants to schedule any repair work and that phone calls were going directly to voicemail, so he left messages for the Tenants.

16. A follow-up email was sent to the Tenants on November 18, 2025 with regard to scheduling repair work to the bathroom, but the Tenants did not respond.
17. The Landlord did not hear from the Tenants regarding the mold issue again until they received a notice of issues from the Tenants in January, 2026 in response to another application before the board. That other matter did not proceed to be heard on its merits. The Landlord also claims that this was the first time the Tenant raised the issue of leaky taps and smell from the drain.
18. In response to the notice of Tenants' issues received, the Landlord reached out to the Tenants via email on January 31, 2026 requesting to schedule a unit inspection and to go over the Tenant's issues.
19. An inspection/meeting occurred on March 12, 2026 to inspect the unit and go over any maintenance concerns the Tenants may have had.
20. Following the inspection/meeting an email was sent by K.B. to the Tenants on March 12, 2026 seeking to schedule a date to commence work with respect to the alleged mold and plumbing issues. The Landlord proposed dates of March 16, 19 or 20, 2026 to start the work. The Tenants did not respond to this email.
21. On March 26, 2026, K.B. sent another follow up email to the Tenants as he had not received a response to his March 12 email. He now offered Monday, Wednesday or Thursday the following week at 10:00 a.m. to start repairs. The Tenants again did not respond.
22. As of the date of this hearing the Landlord has not heard back from the Tenants with respect to a date to schedule repairs.
23. Based on the evidence before me, I am not satisfied that the Landlord is in breach of its maintenance obligations pursuant to section 20(1) of the Act. The Landlord responded to the Tenants' issues and proposed a solution. Additionally, the Tenants did not respond to messages from the Landlord attempting to schedule work to address the issues. As such this claim is dismissed.

Structural and Safety Concerns

24. The Tenants believe that there is a missing main support beam in the unit which has caused cracking in the wall and affected the structural integrity of the unit. The Tenants state that they raised this issue with the Landlord during an inspection on March 12, 2026.
25. The Landlord disputes that there is an issue with respect to the structural integrity of the unit. The Landlord's Agent, K.B., testified that in 2024, when the Landlord purchased the residential complex, inspections were completed and there was no issue with respect to the structural integrity of the unit or residential complex.
26. The Tenants did not have an engineer or another qualified individual attend the rental unit to confirm whether there were any issues affecting the structural integrity of the rental unit.
27. The person who alleges a particular issue has the onus to establish that it is more likely than not that their version of events is true. The Tenants' evidence with respect to

structural issues was based on suspicion and mere speculation does not rise to the level of a balance of probabilities. As such this claim is dismissed.

Inadequate Maintenance Inspection

28. The Tenants allege that they received notice of inspection from the Landlord to conduct an inspection of the rental unit on January 15, 2026. The Tenants allege that the individual who conducted the inspection on behalf of the Landlord did not check fire alarms, plumbing systems or other standard and safety or maintenance items.
29. The fact that the individual conducting the inspection did not check fire alarms, plumbing systems or other standard and safety or maintenance items as alleged by the Tenants does not mean that the inspection was inadequate. The Tenants never inquired of the person conducting the inspection what the nature of the inspection was in relation to.
30. On the evidence before me I do not find that this constitutes a breach of the Landlord's maintenance obligations under section 20(1) of the Act, and this claim is dismissed.

Property Maintenance and Cleanliness Issues

31. The Tenants raised three issues associated with property maintenance and cleanliness: Animal feces, winter maintenance and sanitation in the shared hallways.

Animal Feces

32. The Tenants allege that there has been a constant issue of animal feces being present outside the property. The Tenants state that the issue started in February, 2026, and although they have not previously brought the issue to the attention of the Landlord, they believe other tenants of the residential complex may have told the Landlord.
33. The Landlord's Agent, K.B., testified that this issue has not been brought to the attention of the Landlord previously, and they are unsure if the issue relates to the City sidewalk and road allowance or the residential complex.

Snow Removal

34. The Tenants believe that the Landlord has failed to meet its maintenance obligations with respect to snow removal at the residential complex, specifically failing to remove snow from the parking lot this past winter.
35. The Tenants again did not raise this issue with the Landlord, but believe another tenant of the residential complex had raised the issue with the Landlord. The Landlord denies that it received any complaints regarding snow removal. K.B. testified that the Landlord has a contractor, Garland Property Care, for the purpose of snow removal and pursuant to the contract the contractor is to remove snow after 5cm of accumulation, and to the best of his knowledge that has occurred this past winter.

36. With respect to the issues of animal feces and snow removal, the evidence before me was insufficient to find that the Landlord breached section 20 of the Act. As such these claims are dismissed.

Sanitation of Shared Hallway

37. The Tenants claim that the Landlord has failed to clean or sanitize the shared hallways within the residential complex. The Tenants did not substantiate this claim by providing additional particulars or dates of the alleged issues regarding the share hallways.
38. I considered the case of *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (Divisional Court) ("*Ball v. Metro Capital*"). Notwithstanding that the present case deals with issues a Tenant intends to raise instead of a landlord application, the legal principle in *Ball v. Metro Capital* of requiring adequate particulars so that the opposing side can understand and respond to the claims being made against them is applicable.
39. The types of particulars expected include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence.
40. This sanitation issue is lacking in particulars, the document filed by the Tenants raising it does not set out when this issue arose and when the Landlord's maintenance failure occurred.
41. The Tenants claim relating to sanitation of the shared hallway is dismissed.

Garbage Collection

42. The Tenants allege that in January 2026 they were instructed by the Landlord to keep garbage inside their units until collection day. Previously the Tenants would pile garbage on the curb ahead of garbage day. The Tenants state that if they are not permitted to put their garbage out ahead of collection day that the Landlord ought to provide a secure exterior garbage container.
43. The Landlord's Agent, K.B. testified that the Municipality picks garbage up twice a week on Tuesdays and Fridays and that the Landlord was receiving complaints from neighbours regarding garbage being left outside at the residential complex in advance of the pickup dates.
44. Based on the evidence before me the Tenants have failed to establish how the Landlord's failure to provide an external garbage container is an issue that could be the subject of an application made under the Act pursuant to section 82.
45. Overall, the Tenants have failed to prove their s. 82 allegations on a balance of probabilities.

Relief from Eviction

46. The Tenants seek to maintain the tenancy if possible. Unfortunately, due to an illness the Tenant, D.T., is receiving approximately \$1,880.00 per month from Employment Insurance.

The Tenant did not provide any details as to the monthly income of the other Tenant, Madison Costello.

47. The Landlord seeks termination of the tenancy as soon as possible given the amount of rental arrears owing and the non-payment of rent since September, 2025. Additionally, the Landlord submits that the tenancy is less than a year old and only commenced in July, 2025.
48. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I am not satisfied based on the information provided by the Tenants that this tenancy is still viable. To prolong the tenancy would be prejudicial to the Landlord and unfair to the Tenants who would continue to accumulate arrears.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$16,186.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,186.00 if the payment is made on or before June 9, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 9, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 9, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,011.06. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting April 14, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before June 9, 2026, then starting June 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 10, 2026.

May 29, 2026
Date Issued

Sean Ramage
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 10, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$16,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 9, 2026

Rent Owing To June 30, 2026	\$18,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,186.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$12,854.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$29.69
Total amount owing to the Landlord	\$11,011.06
Plus daily compensation owing for each day of occupation starting April 14, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	