



**Order under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-012278-25

In the matter of: 21 Tolman Street
Brighton ON K0K1H0

Between: Daymeon Robitaille Tenants
Taylor Robitaille

And

Stacey Vermeire Landlords
Drylor Inc

Daymeon Robitaille and Taylor Robitaille (the 'Tenants') applied for an order determining that Stacey Vermeire and Drylor Inc (the 'Landlords') 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 28, 2026.

The Tenants and the first named Landlord, Stacey Verneire attended the hearing.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities the following allegations contained in the application: the Landlords failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

Mold:

2. The Tenants testified that they observed a mold like substance inside of their rental unit. The substance was found inside of a closet near the front entry way, along the front door of the rental unit, and on a window near the basement stairway. The Tenants tendered evidence in the form of photographs of the mold claimed. The Tenants testified that they informed the Landlords of the mold on or about December 7, 2023.

3. The Tenants did not have the substance tested but believed that the substance was mold. The reason for this belief was because the Tenants attempted to clean the substance on multiple occasions, but it would return shortly thereafter. The Tenants also attempted to use products such as mold and mildew spray which proved to be ineffective for the long term.
4. The Tenants testified that the Landlords attended to the mold issues and concerns sometime in February 2025, with the work being completed in approximately April 2025. The Tenants do not believe that the delay of over one year was reasonable.
5. The Tenants also testified that the trim that was removed from the closet space by the Landlords' contractor had visible mold and could not be re-used inside the closet space. The Tenants tendered photographs of the trim and substance observed.
6. The Landlord testified that the unit was built in 2020, and that the property was still under new home warranty. The Landlord also testified that the mold in the closet resulted from the construction of the home. The Landlord also had a contractor attend the unit and inspect the issue, but the Tenants and the contractor had a dispute which created delays in having the work completed. The Landlord testified that the mold in the closet was corrected and addressed by December 2025, and that any delays would have been associated with the builder and warranty program that the Landlords relied upon.
7. Based on the evidence, I am satisfied that the rental unit had a substance inside the closet that on a balance of probabilities was a form of mold. I do not have sufficient evidence to make a finding of the type of mold it was, nor do I have sufficient detail to find that the mold was a dangerous versus a non- dangerous mold. None the less, the presence of mold would normally cause a reasonable person to have concern for their health and wellbeing. The Tenant was pregnant at the time and was expecting a child. I am mindful that the Landlords' ability to carry out the necessary repairs are somewhat dependent on the warranty and builder, but I do not have any documentation to show that the Landlords took reasonable steps to contact the builder or warrant program in 2023, when being initially informed of the issue. Therefore, I find that the Landlords have failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

Snow removal and salting:

8. The Tenants testified that the Landlords failed to clean the snow and salt the driveway throughout the winter months as necessary. The Tenants also testified that the lease agreement stipulates that the Landlords are responsible for all exterior maintenance work, which they understood to include snow removal and salting.
9. The Tenants testified that they had to shovel the snow and salt the driveway at the rental unit for the periods of February 2024, March 2024, December 2024, January 2025, and February 2025.
10. The Tenants take the position that the snow removal and salting was the responsibility of the Landlords, and the Landlords' failure to attend to this was a breach of the Landlords' maintenance obligations under the Act.

11. The Landlord did not dispute that she did not have salting or snow removal services carried out at the rental property. The Landlord took the position that the unit was a self-contained unit with only the Tenants living in it and that the Tenants should be responsible for their own salting and snow removal. The Landlord did not believe that the snow removal and salting was included in the Tenants' monthly rent. The Landlord did confirm that the lease specifically stated that the Landlords was responsible for all exterior maintenance. The Landlord also agreed that the driveway formed a part of the exterior property.
12. Based on the evidence, I am satisfied that the Landlords were responsible for salting and snow removal. I make this finding because the lease did not state that the Tenants are responsible for salting and snow removal and stated that the Landlords were responsible for all exterior maintenance. Although, the Act allows a landlord to contract out of their obligation for snow removal and salting in some circumstances, I do not find this to be the case in these circumstances. Therefore, I find that the Landlords failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act').

Window and door repairs:

13. The Tenants testified that the back door and back window in the rental unit were not properly sealed and allowed a draft into the kitchen. The window would also show signs of ongoing condensation. The Tenants testified that the Landlords agreed to have the window replaced by the manufacturer and did so in December 2025. The Tenants notified the Landlords of the window issue in late December 2023 / early January 2024. The Tenants testified that the door was never replaced or repaired.
14. The Tenants testified that their utility bills would be higher for heating due to the draft in the window and door. The Tenants also did not believe that the window repair being completed one year after their initial complaint to be reasonable.
15. The Landlord testified that she was never notified of the door not being sealed or requiring any repairs. The Landlord did not dispute being notified of the window requiring sealing and confirmed having this work done sometime in December 2025. The Landlord testified that any delay in having this work done would have been attributed to ordering the window and supply of such, and relying on the home builder or warranty program to have the work completed. The Landlord did not tender any evidence to support that she took immediate steps to report the issue to the builder or warranty program back in December 2023, or early January 2024.
16. Based on the evidence, I am satisfied that the window and door were not properly sealed and required repairs. I am also satisfied that the Tenants made the Landlords aware of both the issues at the same time. I do not find the delay in having the window repaired to be reasonable. I also do not have sufficient evidence to find that the cause of the delay was solely due to the warranty program and/or builder. Therefore, I find that the Landlords have failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') by failing to repair the window within a reasonable time and failing to repair the door.

17. 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.
18. In this case, I am not satisfied that the Landlords took all reasonable steps available at the time of being notified of the concerns to address the issues. I do not have any evidence of the Landlords' communication with the warranty program and/or the builder showing reasonable steps taken by the Landlords. I also do not find that one year is a reasonable time to have a unit inspected and treated for mold or have a window in the unit replaced.

Remedies

19. The Tenants sought a rent abatement in the amount of 573.81 for the entirety of their claim. The Tenants' lawful rent was \$1,850.00 per month. Based on the evidence, I find the amount sought by the Tenants to be very reasonable given the circumstances.
20. Therefore, I find that a rent abatement of \$573.81 is appropriate in the circumstances.
21. The Tenants also sought compensation in the amount of \$2,500.00 for damaged items that the Tenants had to throw away because of the mold in the closet. The Tenants testified that they had to throw out several pieces of clothing because of mold exposure. The Tenants did not have any photographs of the damaged items, nor did the Tenants have any receipts of the costs for the damaged items. The Tenants also did not tender any evidence to support that the damaged items could not be drycleaned or professionally cleaned rather than being thrown away. A party seeking compensation for damages to their personal property bears the burden of proof and is expected to substantiate the claim on a balance of probabilities.
22. Based on the evidence, I am not satisfied that the Tenants had \$2,500.00 worth of damaged clothing and items that could not be washed or professionally cleaned because the Landlords did not repair or maintain the rental unit or the residential complex. I am making this finding for a lack of evidence on this issue. I do not have any photographs of the damaged clothing or items, nor do I have any reports showing the clothing or damaged items could not be professionally washed or salvaged. Therefore, no compensation shall flow from this claim.

It is ordered that:

1. The Landlords shall pay the Tenants \$626.81. This amount represents:
 - \$573.81 for a rent abatement for the period of February 2024, through to February 2025.
 - \$53.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by June 15, 2026.

3. If the Landlords do not pay the Tenants the full amount owing by June 15, 2026, the Landlords will owe interest. This will be simple interest calculated from June 16, 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.

June 4, 2026

Date Issued

Ilan Shingait

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.