



Order under Section 30 Residential Tenancies Act, 2006

Citation: Mastroianni v Lafleche, 2026 ONLTB 35919

Date: 2026-06-12

File Number: LTB-T-018435-24

In the matter of: 7, 36 THIRD AVE
OTTAWA ON K1S2J8

Between: Samantha Nicole Mastroianni Tenant

And

Gestion P. Lafleche Landlord

Samantha Nicole Mastroianni (the 'Tenant') applied for an order determining that Gestion p. Lafleche (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 March 24, 2026, and continued on May 1, 2026.

The Landlord, Valerie Gareau, the Landlord's Representative, Allan Kouri, and the Tenant and the Tenant's Representative, Naseer Ahmed, attended the hearing.

The hearing was a bilingual hearing where Manuel Costa provided translation to French on March 24, 2026 and Suzanne Boland provided French and English translation on May 1, 2026.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1), of the Act to repair or maintain the rental unit fail to comply with health, safety, housing, or maintenance standards.

Tenant's Evidence

3. The Tenant testified that her first solo tenancy began on September 1, 2020 when she moved in to the unit.

4. She testified that she rented the unit knowing it was a basement but had not visited the unit prior to moving in.
5. She testified that there were multiple issues after she moved in, such as basement dampness, an issue with the oven, windows, moisture, mold, humidity, leaks in the ceiling, plumbing, a strong odor of sewage, poor air quality and problems with the washer and dryer. The only issue before me on this T6 is the mold issue.
6. She testified that Stefanie Tremblay from Gestion P Lafleche Management told her to purchase a dehumidifier on October 18, 2021.
7. On December 6, 2023 at 12:31 PM, the Tenant sent an email to the Landlord requesting a mold test (DOC- DOC-6875459 – Exhibit 1).
8. The Tenant testified that this was because her clothes were molding in her closet, there was mold on her couch and chairs, near the ceiling where she stored her items, she had to replace her mattress, there were odours, she had rashes, fevers, brain fog, fatigue, body pain, joint pain, sneezing, respiratory difficulties, and bad headaches. (Tenant's evidence book –DOC-7629001, Exhibit 2.)
9. On December 6, 2023 at 8:59 p.m., the Landlord responded and asked for photos, and requested entry on December 11, 2023 at 8:00 AM (Exhibit 1)
10. On January 2, 2024, Dr. Huynh Le diagnosed the Tenant with a fungal infection based on mold in her house and prescribed cream and medication (DOC-7629001, Page 3 of Exhibit 2).
11. The Tenant testified that the Landlord housed her in a hotel at no expense from January 17, 2024 to February 1, 2024. The cost was \$1806.00 and paid by the Landlord *(DOC-6875538 Exhibit 3).
12. The Tenant testified she had no intention of returning to the rental unit.
13. The Tenant signed an N11 on January 25, 2024 and was deemed to have vacated the unit on January 31, 2024. The agreement mutually released both parties.
14. The Landlord refunded her last month's rent deposit of \$1136.00 on February 1, 2024.
15. She instructed the Landlord by email to dispose of her items that she had left behind, saying "you are allowed to dispose of them." (DOC-6877783 - Exhibit #4).
16. She filed this application on July 7, 2024 after she moved out of the apartment. She also filed a T2 application, but this was withdrawn on December 1, 2025 LTB-T-055172-24, so the only application before me is the T6.

Landlord's Evidence

1. The Landlord agreed they received the Tenant's email on December 7, 2023 and responded at 8:59 p.m., a few hours later)
2. On December 11, 2023, a plumber attended for a service call at Unit 7, 36 Third Avenue (DOC-6875494, Exhibit 5)

3. The Landlord called expert witness Gabriel Zaragoza. He testified that he is a mold remediation and asbestos removal technician for Healthy Home Environment Inc. and has worked in the industry for 13 years. He is accredited by the IRCRC, MTCU, ABRA, Health Inspections for Home Assessments and RDQ. I am satisfied that his knowledge, training and experience qualifies him as an expert witness.
4. He was first contacted on December 7, 2023 by the Landlord, and later attended Unit 7, 36 Third Street, on December 13, 2023 in person accompanied by Stefanie Tremblay to conduct an inspection and assessment. He spent two hours in the unit. He took Air-O-Cell samples in two places in the apartment: at the entrance vestibule and one in the middle room. He noted that there was water seeping in from the vestibule and found visual mold growth in the area. He checked exterior walls, did moisture mapping, checked the bathroom, bedrooms and kitchen. He did not find any confirmation using equipment, but instead took an Air-O-Cell sample from the vestibule. Particle counting indicated that the area was mild to elevated. He determined that the windows were normal. He determined that water was seeping in from the vestibule near items that were stored and cautioned the Tenant about storing items.
5. He conducted a mold remediation on December 19-22, 2023.
6. The Landlord was also in touch with the City of Ottawa concerning the Tenant's request for an investigation. Email correspondence dated January 8, 2024 with the City of Ottawa shows that the ByLaw officer involved, Spencer Mesman, said he would "hold off on the order as it seems as though you are doing everything you can to address the concerns." (Exhibit 8). This document is not being considered for the truth of its contents and the By-Law officer was not called as a witness. It merely demonstrates to me that the Landlord was in communication with the responsible authorities and was taking steps to address the situation. The City of Ottawa closed the request on January 31, 2024 (DOC-6875738, Exhibit 6.)
7. On January 18, 2024, Mr. Zaragoza returned to the unit and conducted a follow-up inspection.
8. He explained that there was a 3,833 count of spores in December 2023 in one cubic meter, which indicates a mold-elevated area. He used the December reading as a baseline. In January 2024, the number of spores had decreased to 417 count in one cubic meter in the same area. In his opinion, this reading appeared normal.
9. Similarly, the reading in the entrance on January 18, 2024 was also 315 ct/m³, and this was lower. The middle area was also 90 count/m³, which Mr. Zaragoza testified was lower than December 2023.
10. He added that amplified mold growth is usually more than 3,000 counts/m³, and we can decrease it by using dehumidifiers, lowering the temperature in the living space, and keeping things in plastic instead of cardboard.
11. His clearance inspection report published January 29, 2024 was made Exhibit 7 - DOC-6877755. His report made the following recommendations to the Landlord:

- Consider getting your contractor to explore other exterior wall assemblies and determine if further work will be required.
 - It is important to keep monitoring the relative humidity levels and the seasonal use of a dehumidifier is required.
 - Contents should be packed at plastic containers if the storage is used.
12. The Landlord renovated the Tenant's bathroom from 17 January-February 8, 2024. During this time, the Landlord housed the Tenant in a hotel from January 17-February 1, 2024 at their expense (DOC-6875538 – Exhibit 8).
 13. The Landlord testified that it was the Tenant who requested to terminate the tenancy on January 24, 2024. The N11 was signed January 25, 2024, and the Landlord refunded the last month's rent deposit of \$1136.00 on February 1, 2024 (DOC-6875550 -Exhibit 9)
 14. The Landlord recalled Mr. Zaragoza to do some additional air testing on February 13, 2024 to make sure the unit was clear.
 15. The Landlord conducted further renovations in April and May 2024.

Analysis

1. Landlord's Response

16. According to section 20 of the *Residential Tenancies Act, 2006*, "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. 2006, c. 17, s. 20 (1).
17. The Tenant alleges that the Landlord failed to uphold these obligations and requests remedies, including rent abatement and cost of replacing her belongings.
18. The Test is whether the Landlord responded took reasonable steps in a timely manner.
19. The Tenant has the burden of proving the allegation on a balance of probabilities. And for the foregoing reasons, I find that she has not discharged this burden.
20. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), (hereinafter "*Onyskiw*") 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.
21. *Hassan v Niagara Housing Authority* [2000] O.J. No. 5650 (hereinafter *Hassan*) stands for the proposition that the Landlord has a duty to respond to and take reasonable steps to address a Tenant's complaints.

22. I find that the Tenant notified the Landlord of a mold issue on December 7, 2023 and that the Landlord responded the same evening to obtain more information (photos) and schedule an assessment by a mold expert, Mr. Zaragoza. Mr. Zaragoza's testimony confirmed this timeline.
23. Four days later, on December 11, 2023 the Landlord's employee, Stephanie Tremblay, escorted a plumber to the unit to investigate the leak. Two days after that on December 13, 2023, Mr. Zaragoza attended to conduct his assessment, and the mold was remediated December 19-22, 2023. He subsequently conducted follow-up investigation that showed that the presence of aspergillus was significantly decreased on January 18, 2024. The Tenant was housed at a hotel at the Landlord's expense during this time. The report of January 29, 2024 made several recommendations. Neither his testimony, nor his report were impeached by the Tenant. The Tenant never asked if the Landlord had taken Mr. Zaragoza's advice.
24. I find that shortly thereafter, the Landlord engaged contractors to renovate the bathroom as both a responsive and preventative measure. As a result, the Landlord incurred expenses to provide alternate housing to the Tenant and sought to decrease her inconvenience by finding a nearby hotel for her to stay between January 17, 2024 and February 1, 2024. This cost the Landlord \$1806.00.
25. The Landlord wishes me to consider *Macdougall v. Gestion P. Lafleche et al* LTB-T-064554-22. However, I note that this is a T2 application involving harassment. I note that it involves the same residential complex and Landlord, but do not find it instructive to this case because the tests are different.
26. The Tenant asked me to consider the case of *Lafleur v Marcotte* 2022 Canlii 87316 (ONLTB), a similar case involving mold. I find this case is distinguishable because the Landlord in that case did not act immediately, but waited almost a month before coming to inspect the mold, and tried to fix the problem himself not having the proper equipment or expertise.
27. This was not the case with the Landlord before me. The Landlord in this case acknowledged the Tenant's request in the same day by email and made arrangements as soon as practically possible to retain the professional services at the earliest opportunity: a plumber attended December 11, 2023 and a mold expert on December 13, 2023.
28. I therefore find that the Landlord took reasonable steps in a timely fashion to investigate the source of the mold by retaining the services of a plumber and a mold remediation expert within hours of the Tenant's initial complaint. These dates and actions were not challenged by the Tenant. The Landlord went to great lengths to have Mr. Zaragoza conduct an inspection, assessment, mold remediation, renovation, and an air test on 3 separate occasions in a two-month period. They took the problem seriously and responded appropriately.
29. Therefore I do not find that the Tenant has proven on a balance of probabilities that the Landlord failed to uphold her maintenance obligation.

2. The Tenant's belongings

30. Having found the Landlord was not in serious breach of their obligations, I do not find that they are responsible for the Tenant's belongings.

31. Furthermore, I find that the Tenant instructed the Landlord to dispose of her belongings and has no further claim to them.

It is ordered that:

1. The application is dismissed.

June 12, 2026
Date Issued

Vanessa Davies
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.