



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

File Number: LTB-T-074368-24

In the matter of: 22, 2418 GLENWOOD SCHOOL DR
BURLINGTON ON L7R3S2

Between: Joan Wicks
Nadine Omokaro
Tenants

And

Capreit Limited Partnership
Landlord

Joan Wicks and Nadine Omokaro (the 'Tenants') applied for an order determining that Capreit Limited Partnership (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 June 9, 2026.

The Tenants and the Tenants' Agent, Devi Omokaro and the Landlord's Agent, Rhodora Dorado and the Landlord's Representative, Gabriela Quaresma attended the hearing.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities the following allegations contained in the application: 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. Therefore, the Landlord shall be required to compensate the Tenants pursuant to the terms of this order.
2. The Tenant, Nadine Omokaro (N.O.), testified that she resided in the rental unit with her daughter, son, and mother. The unit is a three-bedroom townhouse with an unfinished basement and laundry room.
3. N.O. testified that sometime in July 2020, the Tenants noticed that one of the windows in one of the three bedrooms began to show signs of moisture and condensation around the window. As time went on the area around the window began to show signs of a moldlike substance. The Tenants would wipe the area to clean any substance and remove any water or moisture.

4. N.O. testified that the window condensation and moisture around the window led to signs of paint peeling around the windowsill. The Tenants notified the Landlord of the problem on June 29, 2021, by way of email communication. The room with the window issue was occupied by N.O.'s daughter.
5. N.O. testified that the Landlord responded to the Tenants' maintenance concern by sending someone to the rental unit to clean the moldlike substance and remove any water or moisture around the window. N.O. also testified that the Landlord's workers used the Tenants' cleaning supplies to clean the area and failed to clean up after themselves when they completed the work.
6. N.O. testified that the mold returned within a week or so after the Landlord sent someone to clean the window and area around the window. N.O. described the condensation around the window to worsen over time with the moldlike substance spreading around the window areas and corners of the room. The Tenants tendered photographs of the mold as evidence.
7. N.O. testified that the Landlord informed the Tenants' that the condensation around the window and moldlike substance is being caused or created by the Tenants hanging a long curtain and/or bed sheet on the window. The bed sheet covered the entirety of the window and may have covered a portion of the heaters below. The Tenants were asked to remove the curtain and/or bed sheet and complied with said request.
8. N.O. testified that as time went on, the Tenants continued to clean the window and area around the window, but the condensation continued and was followed by the ongoing return of the moldlike substance.
9. N.O. testified that the moldlike substance was observed in the second bedroom along the window area and corner of the floor in the room. N.O. also testified that her son had an allergic reaction because of the exposure to the mold in the rental unit. The second bedroom was occupied by N.O.'s son. He developed a rash on his hands and feet. The Tenants tendered medical documents as evidence.
10. N.O. testified that the Landlord informed her that they would be taking steps to seal and waterproof the outside of the house but never did so during her tenancy at the rental unit.
11. N.O. testified that the condensation and water around the window in N.O.'s daughter's bedroom caused the wall around the window to start cracking, bubbling, and peeling. N.O. testified that the Landlord was notified of the wall disrepair and attended the unit to patch, prime, and repaint the wall.
12. N.O. testified that the Landlord sent a mold specialist to the unit on March 7, 2024. N.O. believed that this person was simply an employee of the Landlord and not a mold specialist. The Tenants followed up with the Landlord on or about June 2024 by email communication confirming the mold was still a problem.

13. N.O. testified that because of the mold in the rental unit, the Tenants had to dispose of multiple items, including clothing, and furniture. She also testified that the furniture was of great sentimental value to her because it was made by her grandfather. N.O. confirmed that she did dispose of many items without taking the time to determine whether the item could be salvaged or not. N.O. was later informed that all the items consisting of clothing could have been salvaged by having them professionally cleaned. The furniture could not be cleaned or salvaged. The Tenants did not provide any documents to support their position or costs incurred for the items being claimed, nor did they have any evidence to support the value of the items being claimed. The Tenants evidence was primarily limited to a photograph of an office chair with moldlike substance visible.
14. N.O. testified that she had to share a room with her daughter because of the mold. Her son continued to use his bedroom despite the mold, and her mother slept in the living room. N.O. testified that because of the mold and faulty windows in her unit, the Tenants lost the ability to enjoy two of the three bedrooms and the basement. N.O. did not provide testimony to suggest the Tenants stopped using the basement to do their laundry. The Tenant's son also continued to occupy the second bedroom.
15. N.O. testified that the Tenants did a home test for mold and also had a company by the name of Man Power Demolition Inc. attend the unit and provide the Tenants with a quote for the remediation work required in the rental unit. The quote did make references to mold in the unit but did not provide a report of specific findings made at the time of inspecting the unit. The individual who prepared the report was not specified in the quote, and no one from the company was present at the hearing to give evidence to any observations made.
16. N.O. testified that the Tenants have had to live with the ongoing mold issue and faulty windows for the period of July 2020, through to February 1, 2026, being the date on which the Tenants vacated the rental unit. N.O. also testified that the Tenants were forced to stay in a hotel after they vacated the rental unit to avoid homelessness. The Tenants sought compensation for their hotel accommodation.
17. N.O. testified that aside from attending the unit after receiving complaints, the Landlord's response to the Tenants' concerns was limited to cleaning the mold from the area, applying a mold treatment, priming and painting a wall, and installing multiple doors. N.O. also agrees that the Landlord sent multiple people to clean the mold and inspect the problem but failed to address the issue of the ongoing condensation in the windows and mold arising from said conditions.
18. N.O. testified that the mold and window condensation was not repaired prior to their departure from the rental unit and was one of the reasons they vacated the rental property.
19. The Tenants sought a rent abatement in the amount of 50% of the monthly rent for the period of October 2023, through to January 31, 2026.
20. The Tenants sought compensation for items that were damaged because of the mold in the rental unit. The items included clothing, shoes, an office chair, a gym bag, bed frame, cedar chest, and small tables. The Tenants claimed compensation in the amount of \$3,500.00 for the damaged items.

21. The Tenants claimed \$2,005.23 for moving expenses and storage. This amount included \$561.16 for truck rental and moving costs, and \$1,44.07 for hotel accommodations after the Tenants vacated the rental unit.
22. The Tenants claimed \$70.00 for cleaning supplies used to clean the ongoing mold and condensation around the windows.
23. On cross-examination, N.O. confirmed that she resided in the rental unit with her daughter, son, and mother. The basement was unfinished but had a laundry room, and the rental property was a three-bedroom townhouse. The main floor had the living room, dining room, and kitchen area. The upper level had three bedrooms and a bathroom.
24. N.O. also confirmed that she occupied one of the bedrooms, her daughter occupied a second bedroom, and her son occupied the third bedroom, with her mother sleeping in the living room.
25. N.O. confirmed that when she complained about the mold and wall around the window to the Landlord, the Landlord had someone attend the unit and prime and paint the wall. N.O. also maintained that despite priming and painting the wall, the Landlord failed to address the issue of the mold which was painted over and windows that allow condensation. N.O. confirmed that this work was done by the Landlord in March 2023.
26. N.O. also confirmed that she received notification through the Landlord's portal that the mold in her unit was cleaned, the area was treated, the issue has been resolved, and the file was closed. The document in the portal showing the work as completed and file closed was dated December 21, 2023. N.O. also maintained that she did not agree with the Landlord's position of the issue being resolved because the windows continued to allow condensation and the mold would continue to grow back and spread throughout the bedrooms. The Landlord tendered a copy of this document showing the file as closed as evidence.
27. N.O. also agreed that the Landlord had someone return to the unit in March 2024, for the purposes of cleaning the mold from the rental unit. N.O. maintained that despite attending the unit and cleaning or removing the mold, the Landlord failed to address the issue of the windows and ongoing mold growth.
28. N.O. agreed that between the period of March 2024, through to June 2024, the Tenants did not notify the Landlord of any further issues or complaints regarding the mold issue or window concern in the rental unit. N.O. stated that the reason the Tenants did not complain for this period is not because the problem was resolved but because they were tired of informing the Landlord and only having temporary fixes provided.
29. N.O. also agrees that the Landlord was notified of further mold issues in June 2024, at which time the Landlord attended the rental unit and found the cause of the mold to be related to the Tenants hanging a long curtain and/or bed sheet on the window which covered the baseboard heater and restricted airflow creating condensation. The Tenants removed the window covering sometime in June 2024, as directed by the Landlord.

30. N.O. confirmed that the Tenants have not uploaded any receipts for the damaged items claimed, nor have the Tenants provided any documentation to show mitigation of losses on part of the Tenants. The Tenants evidence regarding damaged items was limited to some photographs of clothing, shoes, and an office chair showing mold on it. N.O. also agreed that the Tenants did not verify what items could be salvaged prior to disposing of them upon observing mold. N.O. agreed that some of the items claimed could have been salvaged. N.O. also confirmed that the Tenants did not notify or put the Landlord on notice of their damaged items prior to disposing of the same.
31. N.O. agreed that from fall 2025, to approximately January 2026, the Tenants did not notify the Landlord of further issues or concerns regarding mold in their rental unit. N.O. also confirmed that she did notify the Landlord's Representative of the ongoing mold during an Adjudicative Case Conference held in January 2026. N.O. also agreed that the Landlord sent an employee who is certified in mold to enter the unit and perform an inspection.
32. N.O. also agreed that the medical report tendered as evidence by the Tenants for N. O's sons' allergic reaction to the mold had recommendations of using a dehumidifier which the Tenants agreed they did not do. N.O. also never asked the Landlord for a dehumidifier.
33. The Landlord's Witness, Yesha Shah (Y.S.), testified that she is employed by the Landlord in the capacity of a hygiene specialist and is familiar with mold and mold growth, she is familiar with the rental unit and assessed the unit on January 23, 2026. She did not visit the rental unit prior to this date.
34. Y.S. testified that on January 23, 2026, when she entered the rental unit, she observed condensation and mold growth around the windows in the bedrooms of the rental unit. Y.S. testified that she believes that the cause of the mold growth is because of the lack of ventilation in the rental unit and level of humidity.
35. Y.S. confirmed and identified the condensation and mold growth as seen in the photographs tendered by the Tenants. Y.S. testified that the condensation around the windows is common and that the Tenants would need to open the window once or twice a day and clean the water that has accumulated from the condensation on a regular basis to avoid the mold from forming.
36. Y.S. confirmed that it is common for the condensation to form all throughout the year but is generally more significant during the winter months.
37. Y.S. testified that she believed that the white substance seen in the Tenants photographs of the basement is a form of efflorescence from mixing water and minerals. She was uncertain whether the substance shown on the walls was mold.
38. Y.S. testified that she inspected the bedrooms and one of the bedrooms had noticeable mold around the windows, along the walls, ceilings, and in the corners of the room.
39. Y.S. testified that all items made of wood or plastic can have mold removed or be salvaged and do not need to be disposed of because of mold growth. Y.S. also testified that items that are fabric or cloth cannot be salvaged and should be thrown away.

40. On cross-examination, Y.S. testified that condensation is very common in the winter months. Y.S. also testified that the condensation on the window would occur even if the window was properly sealed. No documentary evidence was submitted to support this position.
41. Y.S. confirmed that thermal bridging was a possibility with the lack of ventilation in the bedrooms. Y.S. also confirmed that the Tenants were expected to clean the windows daily to remove any water and open the windows once or twice a day to reduce condensation.
42. Y.S. confirmed seeing visible cracks in some of the Tenant's photographs tendered as evidence and agreed that it is possible that the mold could spread into said cracks. Y.S. testified that she believed the wall was cracking due to the levels of condensation and moisture levels in the rooms.
43. Y.S. testified that she was a certified mold specialist. No documents were uploaded to support her credentials and certification in mold.
44. The Landlord's Witness, Pema Tashi (P.T.), testified that she is employed by the Landlord in the capacity of a property manager. She manages the rental unit and four other properties. She has held this position for approximately 5.5 years.
45. P.T. confirmed that each of the bedrooms in the rental unit contained one window. P.T. confirmed that the area surrounding the windows has condensation and the bedrooms have no airflow. P.T. testified that the Tenants also had the windows in the bedrooms covered with bed sheets or curtains, and the bed sheets or curtains covered from top to bottom which restricted air flow and caused condensation. P.T. identified the bed sheets as hanging all the way down to the floor covering the baseboard heater.
46. P.T. testified that the Tenants needed to open the window once or twice a day to air out the bedrooms and remove any water build up on a regular basis. This would avoid the return of the mold growth in the bedrooms.
47. P.T. testified that the Landlord attended the unit on March 16, 2023, and cleaned the rental unit and applied a mold preventative solution. This was in response to the Tenants' concerns regarding the mold and windows.
48. P.T. also testified that on December 21, 2023, the Landlord had a maintenance team attend the unit and clean the mold and apply a mold preventative solution. This was in response to the Tenants' concerns regarding the mold and windows. P.T. also testified that the file was closed by the Landlord at this time. No evidence was provided in the form of photographs or reports to show that the areas have been properly cleaned and treated. Nor was any evidence provided to show that the Landlord addressed the issue of the condensation from the windows and lack of air circulation.

49. P.T. testified that on March 14, 2024, the Landlord had a maintenance team attend the rental unit and remove the mold, prime and paint the wall that was peeling and cracking. The priming and painting also included the hallway, first bedroom, and second bedroom. No evidence was provided to show the state of the unit after the work was completed by the Landlord.
50. P.T. testified that on June 11, 2024, the Landlord sent the Tenants an email notifying them that the bed sheets they hung over the window is restricting the air flow and causing the condensation and mold in their rental unit. The Landlord requested the Tenants remove the bed sheets from the window which the Tenants complied with.
51. P.T. testified that she was aware of two leaks in the basement, both of which were addressed by the Landlord and repaired. P.T. also testified that the Tenants never notified the Landlord of any mold in the basement.
52. P.T. testified that the Landlord did not receive any further complaints from the Tenants between the period of fall 2025 through to January 2026. P.T. also confirmed that the Tenants did inform the Landlord of the ongoing issue towards the end of January 2026, during an Adjudicative Case Conference.
53. On cross-examination, P.T. confirmed that the Landlord sent a mold specialist employed by the Landlord, to inspect the unit on January 23, 2026, and was unaware as to why the Landlord did not send this individual into the unit between 2023 and 2025.
54. P.T. confirmed that the Landlord knew that air flow was a concern in the Tenants' rental unit and at no point took any steps to install a ceiling fan or provide the Tenants with fans to use inside the bedrooms.
55. P.T. confirmed that she is not certified or trained in mold or mold growth but maintained that the Landlord's other witness was.
56. P.T. could not recall what the bed sheets looked like but did recall that it was thick and hung all the way down to the floor.
57. P.T. was not aware why the basement would have signs of efflorescence if the basement leaks were all repaired, and the basement was not leaking.
58. P.T. agreed that the Landlord did not perform any follow up inspections for the work done. Meaning after the Landlord attended the unit and removed the mold and applied a mold resistant solution, the Landlord never sent anyone to return to the unit to follow up on the work carried out and what if any further steps may be required.

59. Based on the evidence, I am satisfied that the Landlord failed to meet the Landlord's maintenance obligations under the Act. Although, I am satisfied that the Landlord always responded to any maintenance requests made by the Tenants for mold, and did so within a reasonable time, the Landlord never addressed the core problems or issues being the ongoing mold growth, windows allowing condensation, and lack of airflow in the bedrooms.
60. I do not believe that the Landlord's actions of attending the unit multiple times to remove the mold and apply a mold resistance substance to be a sufficient response as to find that the Landlord has complied with their obligations under the Act. I have no evidence of the Landlord inspecting behind any walls to ensure no mold exposure, nor do I have any evidence of the Landlord performing any compression tests or seal tests on the windows to determine if the windows are faulty and require resealing or replacing. I was also not provided with any evidence of the age of the windows or their expected lifespan. I also have no evidence of the Landlord taking steps as simple as installing a fan light in the bedrooms to create more airflow and circulation. Therefore, I find that the Landlord, despite responding to the Tenants' request for maintenance in a timely manner, failed to address the core issues or real problems and provided ongoing temporary solutions.
61. Having said this, I am also satisfied that the Tenants' actions of hanging a bed sheet from the top of the window down to the floor would, on a balance of probabilities restrict the air flow and add to any existing condensation issue. I am not satisfied that a perfectly sealed window would still allow that level of condensation through. I am also not satisfied that the Tenants mitigated their damages with respect to the damaged items claimed. Nor am I satisfied with respect to the value provided for the damaged items. I also note that the Tenants failed to notify the Landlord of the mold issues as soon as the issue returned. Despite being frustrated, the Tenants' lack of communication in this regard also contributed to the issue not being resolved, as did the fact that the Tenants failed to use a dehumidifier despite being specifically told to do so by a medical report. I have no evidence to support that the Tenants could not use a dehumidifier.
62. 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.
63. In this case the Landlord also responded to each concern and did so within a reasonable time. What the Landlord did not do in this case is provide a reasonable response beyond that of simply cleaning the mold and applying a mold preventative solution. This may have been an appropriate action or response to take for the Tenants' initial complaint in 2020, but the ongoing problem should have led the Landlord to understand that more action is required to resolve the issue and address the Tenants' concerns.

Remedies

64. Therefore, I find that a rent abatement of \$8,956.41 is appropriate in the circumstances. This amount is equal to an abatement of 15% of the monthly rent for the period of October 2023 through to January 2026. The period starts one year back from the date of the Tenants' application being filed with the Board and extends to the end of January 2026, being the date on which the Tenants vacated the rental unit.
65. The Tenants claimed damage for their clothing and furniture due to mold damage. The Tenants testified that they threw out many of the items without finding out whether the items could be salvaged. The Tenants also failed to provide any supporting documents to substantiate the amount claimed and condition of the items prior to the alleged damage. This is the Tenants' application, and they bear the burden of proof. Accordingly, I am not satisfied with the evidence for damaged items and do not find it appropriate to issue any award for this portion of the Tenants' claim.
66. I am satisfied that the Tenants incurred moving costs of \$561.16 and they should be entitled to recovery of the same. I find this to be reasonable because the Tenants vacated the rental unit because of the ongoing mold issues. I am not satisfied that the Tenants had to vacate the unit prior to securing alternative housing and find it would not be appropriate to award any compensation for temporary housing or hotel accommodation after the Tenants vacated the rental unit.
67. I am satisfied that the Tenants incurred \$70.00 for cleaning supplies and should be entitled to reimbursement of the same.

It is ordered that:

1. The Landlord shall pay the Tenants \$9,587.57. This amount represents:
 - \$8,956.41 for a rent abatement for the period of October 2023 to January 31, 2026.
 - \$561.16 for moving expenses
 - \$70.00 for out-of-pocket cleaning expenses
2. The Landlord shall pay the Tenants the full amount owing by June 29, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 29, 2026, the Landlord will owe interest. This will be simple interest calculated from June 30, 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 18, 2026
Date Issued

Ilan Shingait
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.