



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

File Number: LTB-T-059970-22

In the matter of: 27 CASSELL LANE RR 4
SMITHS FALLS ON K7A4S5

Between: Catherine A Mahoney Tenant

And

2408939 Ontario Inc. Landlord

Catherine A Mahoney (the 'Tenant') applied for an order determining that 2408939 Ontario Inc.(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 July 9, 2025.

Only the Tenant attended the hearing.

As of 9:30 AM, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord's address on the lease for the rental unit dated May 24, 2017 is 26-2215 Callingham Dr., London, ON N6G 0P1. The T6 application gives the same address for the Landlord and the Notice of Hearing was sent by mail to that address on February 16, 2025. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application.
2. Therefore, the Landlord must pay the Tenant the sum of \$1,995 complete repairs and provide property assessment information to the Tenant.
3. I find that the Landlord failed to meet the Landlord's obligations under section 161 of the Residential Tenancies Act (the "Act") to repair the mobile home park.
4. 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.

5. The Tenant's lease is for a lot in the Otterdale Estates Mobile Home Park, a mobile home park as defined in the Act, operated by the Landlord. The Tenant owns the mobile home located on the leased lot.
6. S. 161 of the Act provides for additional maintenance responsibilities for landlords of mobile home parks, as follows:

161 In addition to a landlord's obligations under section 20, a landlord is responsible for,

- (a) removing or disposing of garbage or ensuring the availability of a means for removing or disposing of garbage in the mobile home park at reasonable intervals;
- (b) maintaining mobile home park roads in a good state of repair;
- (c) removing snow from mobile home park roads;
- (d) maintaining the water supply, sewage disposal, fuel, drainage and electrical systems in the mobile home park in a good state of repair;
- (e) maintaining the mobile home park grounds and all buildings, structures, enclosures and equipment intended for the common use of tenants in a good state of repair; and
- (f) repairing damage to a tenant's property, if the damage is caused by the wilful or negligent conduct of the landlord.

7. The Tenant's application was commenced on October 17, 2022 relates to s. 161(b), (d) and (e) of the Act.

Streetlights on Saddle Avenue and Cassell Lane.

8. The streets in the park are maintained by the Landlord. There are streetlights in the park also maintained by the Landlord. The Tenant stated that 3 streetlights on Saddle Avenue and 2 streetlights on Cassell Lane are not operating. The Tenant lives at the end of a cul-de-sac on Cassell Lane. She walks her dog in the evening and passes by all of the non-operating streetlights. The Tenants states that it is very dark in the evening with no street lighting and that she is concerned for her safety and security while outside after dark.
9. The Tenant stated that she brought the issue of the non-operating streetlights to the attention of Jason Smith, a property manager for the mobile home park, on May 5, 2022 and July 14, 2022 by text and by a letter dated September 28, 2022.
10. The Tenant stated that the Landlord has taken no action to repair the non-operating streetlights.
11. I find that the street lighting is part of the mobile home park roads and that the street lighting comprises structures and equipment intended for the common use of tenants and

that the Landlord has breached its obligation to maintain the street lighting on Saddle Drive and Cassell Lane.

12. The Landlord is ordered to repair the non-operating street lighting on Saddle Avenue and Cassell Lane.

Potholes on Otterdale Road and Cassell Lane

13. Otterdale Road and Cassell Lane are partly paved and partly gravel. The Tenant provided photographs of numerous potholes on these roads showing obvious breakage and depressions in the roadways. She described the potholes being from 1ft to 2ft in diameter, several inches in depth.
14. The Tenant stated that she brought the issue of the potholes to the attention of Jason Smith, a property manager for the mobile home park, on July 14, 2022 by text and by a letter dated September 28, 2022. The Tenant expressed concerns regarding safety and the potential for vehicle damage.
15. The Landlord is obliged to maintain the roads in the trailer park and I find that the Landlord has breached its obligation by failing to repair potholes in the Otterdale Road and Cassell Lane roadways.
16. The Landlord is ordered to repair the potholes in Otterdale Road and Cassell Lane.

Tree Trimming

17. The Tenant stated that her complaint regarding the Landlord's failure to trim trees was addressed by the Landlord in 2023 and is withdrawn for purposes of this application

Ditches on Cassell Lane

18. Cassell Lane does not have curbs. There are grass lined drainage ditches along the roadway and culverts under the tenant driveways for stormwater drainage. The Tenant stated that the ditches and culverts at the roadside on Cassell Lane were cleared of debris by the Landlord in 2018 but have not been cleaned since that time, and that the Tenant has been doing some maintenance on the ditches and culverts in front of her home to prevent flooding due to the overgrown ditch and clogged culvert. The Tenant stated that due to their unmaintained condition, the storm water does not drain properly through the ditch and that flooding occurs at her culvert. The Tenant has cut the grass in the ditches, removed leaves and removed debris from the ditch and culvert in front of her home to maintain the ditch and culvert.
19. The Tenant stated that she believes the ditch and the culvert are not on her property and that ditch and culvert in front of her unit are on the Landlord's side of the street side property line of her lot. She stated that this opinion of the lot line location is consistent with the fact that the Landlord did clear the ditches and culverts in 2018, and her request to the Landlord is that this work be done again.

20. The Tenant stated that she brought the issues of the uncleared ditches and culverts to the attention of the Landlord by a text message to Jason Smith, a property manager for the park, sent in the summer of 2022. She did not upload a copy of the text message. The Tenant brought the issue of the uncleared ditches and culverts on Cassell Lane to the Landlord's attention in her letter to the Landlord of September 28, 2022.
21. I find that that ditches and culverts at the side of the roads are part of the road system, that the ditches and culverts are part of the drainage system of the mobile home park and are part of the mobile home park grounds intended for common use of the Tenants. I find that the Landlord has breached its the obligation to maintain the drainage ditch on Cassell Lane and the culvert in the Tenant's driveway.
22. The Tenant stated that she has spent an hour per week on average during the non-snow months on maintenance of the drainage ditch and the culvert in front of her unit. She estimates her time is worth \$35 per hour as the going rate for a lawn care person and I find that to be a reasonable rate for lawn care and culvert maintenance. Allowing one hour per week for 6 months each for 2022, 2022 and 2023 and 2 months for 2025 would work out to 86 weeks of maintenance work. The Tenant stated that she did not keep a detailed log but that her estimate is that during that time period, there were 57 weeks on which she performed maintenance on the ditch and culvert in front of her unit. Allowing for 57 weeks at one hour per week at a rate of \$35 per hour, I find that the Tenant is entitled to compensation and an abatement of rent from the Landlord due to breach of the Landlord's obligation to maintain the ditch and culvert in front of the Tenant's unit in the amount of \$1,995.00.

Property Assessment Information

The Tenant stated that she reimburses the Landlord for the property taxes paid in respect of the mobile home located on her rental unit, and that, despite requests to the Landlord, the Landlord has not provided that Tenant with the information that Landlord is required to provide to the Tenant under s. 155 of the Act.

S. 155 of the Act provides that:

Information about property assessment

155 (1) If a tenant is obligated to pay a landlord an amount to reimburse the landlord for property taxes paid by the landlord with respect to a mobile home owned by the tenant and the landlord obtains information from the Municipal Property Assessment Corporation with respect to the value of the mobile home for assessment purposes, the landlord shall promptly provide the tenant with a copy of that information. 2006, c. 17, s. 155 (1).

Suspension of tenant's obligation to pay

(2) A tenant's obligation to pay the landlord an amount to reimburse the landlord for property taxes paid by the landlord with respect to a mobile home owned by the tenant is suspended, and the landlord shall not require the tenant to pay that amount, if,

- (a) the landlord has failed to comply with subsection (1) with respect to the most recent information obtained by the landlord from the Municipal Property Assessment Corporation; or
- (b) the landlord has not, in the previous 12 months, obtained written information from the Municipal Property Assessment Corporation with respect to the value of the mobile home for assessment purposes. 2006, c. 17, s. 155 (2).

Exception

(3) Clause (2) (b) does not apply if the landlord has made reasonable efforts in the previous 12 months to obtain written information from the Municipal Property Assessment Corporation with respect to the value of the mobile home for assessment purposes but has been unable to obtain the information. 2006, c. 17, s. 155 (3).

After compliance

- (4) The landlord may require the tenant to pay any amount withheld by the tenant under subsection (2) after,
 - (a) complying with subsection (1), if clause (2) (a) applied; or
 - (b) obtaining written information from the Municipal Property Assessment Corporation with respect to the value of the mobile home for assessment purposes and complying with subsection (1), if clause (2) (b) applied. 2006, c. 17, s. 155 (4).

The provisions of s. 155 do not depend on a demand for information from the Landlord. I find that, read together, the provisions of s. 155 (1) and (2) provide an affirmative obligation on the Landlord to obtain information with respect to the value of the Tenant's mobile home for assessment purposes from MPAC and provide that information to the Tenant at least every twelve months.

The Landlord did not attend the hearing and so I do not know when the Landlord last obtained information from MPAC with respect to the value of the Tenant's mobile home for assessment purposes or if the Landlord has made any efforts to obtain that information from MPAC. I accept the Tenant's evidence that in the 12 months prior to the filing of this application and during the period since the filing of the application, the Landlord has not provided information to the Tenant with respect to the value of the Tenant's mobile home for assessment purposes.

The Tenant's obligation to pay rent is therefore suspended from April 1, 2026 if the Landlord has not, by March 31, 2026 obtained written information from the Municipal Property Assessment Corporation with respect to the value of the mobile home for assessment purposes under s. 155(2)(b) and provided that information to the Tenant. I make no order with respect to the Landlord's rights under s. 155(4) of the Act.

It is ordered that:

1. The Landlord shall repair the non-operable streetlights on Saddle Drive and Cassell Lane by February 28, 2026.

2. The Landlord shall repair the potholes on Otterdale Road and Cassell Lane by April 30, 2026.
3. The Landlord shall repair the drainage ditch on Cassell Lane and clean the culvert on Cassell Lane in front of the Tenant's unit by April 30, 2026.
4. If the Landlord does not do the repairs stated in paragraphs 1, 2 and 3 by the date stated in each paragraph, the Tenant is authorized to arrange for the repairs or work to be done and may recover the cost of the repairs or work by deducting the amount from the rent owing for the month commencing on the first day of the month after any month in which the Tenant incurs a cost for the repairs or work done until there is no longer any money owing.
5. The Landlord shall pay the Tenant is \$1,995.00 for a rent abatement.
5. The Landlord shall pay the Tenant the full amount owing by January 31, 2026.
6. If the Landlord does not pay the Tenant the full amount owing by January 31, 2026, the Landlord will owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.
7. If the Landlord does not pay the Tenant the full amount owing by January 31, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the months commencing February 1, 2026 until there is no longer any money owing.
8. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
9. The Tenant's obligation to pay rent is suspended from April 1, 2026 if the Landlord has not, by March 31, 2026 obtained written information from the Municipal Property Assessment Corporation with respect to the value of the mobile home for assessment purposes under s. 155(2)(b) and provided that information to the Tenant.

January 9, 2026
Date Issued

Jack Jamieson
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.