



Order under Section 31 Residential Tenancies Act, 2006

Citation: Boutin v Lakeside Campground & Rental Inc, 2026 ONLTB 2737

Date: 2026-01-07

File Number: LTB-T-064015-24

In the matter of: Lot 14, 92 Ouellette Bay Rd
Moonbeam ON P0L1V0

Between: Suzanne Boutin Tenant

And

Lakeside Campground & Rental Inc Landlords
Alex Richard

Suzanne Boutin (the 'Tenant') applied for an order determining that Lakeside Campground & Rental Inc and Alex Richard (the 'Landlords') entered the rental unit illegally; substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household; and harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on December 10, 2025.

The Landlord Alex Richard, the Landlord's representative Kevin Kok, the Tenant, and the Tenant's representative Shaun Harvey attended the hearing.

Determinations:

1. As explained below, the Tenant's application is dismissed for lack of jurisdiction.
2. The Tenant files this T2 application on the basis that she is a year-round, long-term tenant of the rental unit with a land lease. The Landlord asserts that the rental unit is exempt from the *Residential Tenancies Act, 2006* (the 'Act') pursuant to section 5(a) which states:

5 This Act does not apply with respect to,

(a) living accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel or motor hotel, resort, lodge, tourist camp, cottage or cabin establishment, inn, campground, trailer park, tourist home, bed and breakfast vacation establishment or vacation home;

3. In hearing of December 10, 2025 the parties provided submissions as to whether the Act applies to the Tenant's living arrangement.
4. The parties' verbal testimony as to the Tenant's rights and history of using the rental unit conflicted on a number of points. However, the following facts are not in dispute:
 - (a) The Tenant began visiting Lakeside Campground, on a part-time basis in 2015 when it was owned by a previous landlord.
 - (b) The Tenant owns the cabin structure which is located on the land she has been leasing. This was purchased from an individual named "A.H.".
 - (c) The Tenant has always maintained a separate, primary residence approximately 15 minutes away from the campground.
 - (d) The Tenant's cabin is an off-grid structure which is not fully insulated, and is not hooked up to water, electricity or sewage systems.
 - (e) The current Landlord purchased the campground in 2019 and began providing vital services to the campground after the purchase.

Tenant's testimony

5. The Tenant testified that she has resided at the rental unit on a year-round basis since she purchased the cabin structure in 2015 and began leasing the land on which it is situated. The Tenant stated that she has a history of accessing the campground by car and by snowmobile; given its proximity to her main residence.
6. The Tenant did not submit a copy of a lease into evidence which might demonstrate what arrangement she had with her previous landlord, and throughout the hearing her evidence consisted largely of verbal testimony.
7. The Tenant submitted a copy of a receipt into evidence which she states is a contract between A.H., the previous owner of her cabin, and the previous landlord. The Tenant asks that I infer from this document that the Tenant had an identical arrangement with the original landlord. I do not attribute the same weight to this document as I do to the Tenant's verbal testimony, given that it relates to an arrangement between two separate individuals, a separate rental, and because neither of the individuals referred to in this document were present at the hearing.
8. In terms of rental payments, when asked what the Tenant has paid in rent since 2015, the Tenant stated that she could not recall but that she has a history of paying just under \$1,000.00 annually. The Tenant testified that she paid her former landlord rent and property taxes in installments once in the Fall and once in the Spring. Regarding her current Landlord, she pays these sums once per year around the time the park opens annually in mid-May.

Landlord's testimony

9. The Landlord testified that he purchased the campground in 2019 but has been visiting the campground since 2005. The Landlord stated that the entire park has always been a seasonal establishment. In terms of when he took over ownership, the Landlord states that

he did not receive any records about the Tenant's occupancy other than being provided with the Tenant's name and mailing address.

10. The Landlord provided copies of park rules which he states are sent to each tenant on an annual basis, along with their invoice which states that the campground only operates between May 10th to September 15th. The park rules also state that each tenant is deemed to accept the park rules by paying their annual invoice, and that the Tenant has a history of doing so.
11. The Tenant denies ever having seen these park rules or having abided by them. The Landlord testified that that all other campground visitors abide by the park rules and that the Tenant is illegally accessing the park by means of snowmobile in order to use the campsite year-round.

Analysis

12. While the parties disagree as to whether or these seasonal campground rules apply to the Tenant's rental unit, case law on this point makes clear that a landlord cannot change the nature of a preexisting tenancy by unilaterally imposing new rules. I am therefore required to assess not only the real substance of this transaction under section 202 of the Act, but the original intentions of the parties, as between the Tenant and her former landlord.
13. Yet, in this case the Tenant has not provided compelling evidence of having had a tenancy of a non-seasonal nature. I generally found the Tenant's testimony to be vague and externally inconsistent.
14. For instance, while the Tenant did make reference to having received legal notices from her previous landlord about having a month-to-month tenancy, no documentation was submitted as evidence in the hearing.
15. In addition, while I do give less weight to the contract submitted into evidence between "A.H." and the Tenant's previous landlord, I note that this document only refers to A.H. as an "occupant" and reflects a year over year rent increase that is in excess of what the Act's rental increase rules allow for. By relying on this type of document, the Tenant has created some doubt as to whether or not her previous landlord actually classified her as a tenant under the Act, and what her rights really were.
16. The Tenant has not established that she had a living arrangement with some of the core elements of a tenancy. For instance, she never paid rent on a set schedule, and she has not provided any external evidence about her access privileges. In addition, by not testifying about what she paid historically, I cannot ascertain whether her rental payments abided by guideline increase rules or reflected the kind of fluctuating market rates which might be offered by a seasonal business, operating based on local demand.
17. Conversely, the Landlord's testimony about the Tenant's payment history does match the type of pattern offered by an operator of a seasonal campground. According to the Landlord, if the Tenant were to pay her annual invoice, that would allow the Tenant seasonal access. Neither party testified that the other was expecting to charge or remit rent according to any schedule other than one which was tied to the park's opening start date.

18. The Tenant also acknowledges not having had vital services for several years under her previous landlord. While this point alone is not determinative of her status under the Act, a remote and seasonal campground setting can also lack vital services because it is not intended to be occupied year-round or beyond a temporary period.
19. Due to the extent to which the parties' verbal testimony conflicted, additional documentation about the Tenant's rights, history of usage, or payment history would have been informative.
20. In this case, it is the Landlord's burden to establish that the exemption under 5(a) applies. I find that the Landlord has met their burden. I am more persuaded by the Landlord's testimony than that of the Tenant's. This is because the Tenant's evidence appeared to be inconsistent with the pattern of behaviour which might be expected by a tenant under the Act. The Tenant has also not clearly established what her preexisting arrangement was with the prior owner of the campground.
21. On a balance of probabilities, I find that the Tenant's living accommodation is of a seasonal nature, in a campground, and is exempt from the Act pursuant to section 5(a). Given my finding that the Act does not apply, I do not have jurisdiction to consider the Tenant's remedies.
22. This order contains all of the reasons intended to be given.

It is ordered that:

1. The Tenant's application is dismissed.

January 7, 2026
Date Issued

Madeline Ntoukas
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.