



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-066065-22 & LTB-T-072045-22

In the matter of: 132, 1007 RACoon ROAD
GRAVENHURST ON P1P1R1

Between: DEBORAH MITCHELL Tenant
MARK MITCHELL

And

SUNPARK BEAVER RISDGE ESTATES Landlord

DEBORAH MITCHELL and MARK MITCHELL (the 'Tenant') applied for an order determining that SUNPARK BEAVER RISDGE ESTATES (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.
- collected or retained money illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on December 15, 2025.

The Landlord's Agent Brittany Lockhart and the Landlord's Legal Representative Andrew Hyland and the Tenant Deborah Mitchell and the Tenant's Legal Representative Martin Calderon attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. At the outset of the hearing the Landlord's Legal Representative requested that the Tenant's Applications be dismissed on the basis that they did not contain adequate particulars and many of the allegations were outside of the limitation period in the Residential Tenancies Act, 2006.

2. The Tenant's Legal Representative agreed that many of the issues raised should not be heard as they were statute barred or lacked particulars, however he testified that the drainage issue raised on the Tenant's T2 and T6 applications does contain sufficient particulars and has been ongoing, therefore the Board has the jurisdiction to hear the Tenant's Applications with respect to this issue.
3. Applications must provide sufficient details to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met: *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ("Ball").
4. I am satisfied that it is appropriate to hear these Applications with respect to the drainage issue only. I find that all other issues raised in the Application lack clear particulars and many are outside the Board limitation period.
5. I agree with the Landlord's Legal Representative that all three of the Tenant's Applications appear to contain the same allegations and lack a cognizant narrative, which makes it more challenging for the Landlord to differentiate which allegations correspondence to which applications, and remedies and that this complicates the Landlord's ability to respond.
6. However, in my view it is sufficiently clear from the Tenant's application that the primary concern the Tenant has is with respect to the drainage of the lot, and I am satisfied that the Application is sufficiently clear that this is an ongoing issue. Accordingly, I elected to hear the Tenant's Application with respect to this issue. As I am satisfied that this issue contains adequate particulars, I have considered with respect to both the T2 and T6 Application.
7. As the Tenant's T1 Application does not contain sufficient particulars, and appears to concern issues which are well outside the Limitation period specified in the Act, it shall be dismissed.

The T2/T6

8. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
9. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) or section 161 of the Act to repair or maintain the rental unit or residential complex
10. I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household
11. The rental unit is a mobile home, within a mobile home community.
12. The Tenant testified that when she moved in, she had to pay for lot prep and permits in the amount of \$13,500.00 which comprised \$500 for last months rent and \$13,000.00 for lot prep. She testified that she moved into the unit on December 1, 2016.
13. The Tenant testified that they began to have issues with drainage in the spring of 2017. She testified that she spoke with Brittany Lockhart's boss (the current property manager) and sent them multiple pictures and videos showing flooding in the lot and the lot being washed away.

14. The Tenant testified that they had to dig trenches around the trailer to stop it from flooding.
15. The Tenant received the approval from the town of Gravenhurst August 9, 2020 for the property. She testified that this three years later because when the trailer was installed it was initially placed in a hole and would be accepted by the town and it had to be dug out on several occasion until the lot was acceptable.
16. The Tenant testified that the Landlord installed a rock-wall to alleviate flooding and drainage issues, however this was ineffective. The Tenant relied on a video depicting the rock-wall during 2017. The Tenant testified that the flooding is no longer as extreme as depicted in the video but still occurs. The Tenant testified that the rock-wall was not constructed properly when it was first installed.
17. The Tenant also relied on a photograph taken in 2018 which depicts the rock-wall and water pooled in a trench. The Tenant also relied on a photograph of a trench dug across the Tenant's driveway.
18. The Tenant testified that the rock-wall feel down in the first year and intrudes under the Tenant's shed, and the Landlord refuses to fix this.
19. The Tenant also relied on a photograph of the flooded front yard from 2017.
20. The Tenant also relied on a photograph showing the significant ice accumulating around the shed from the flooding during the winter.
21. The Tenant testified to multiple emails between herself and the Landlord regarding the issue and testified that while the Landlord has made promises, nothing has occurred.
22. The Tenant testified that she received a quote for \$10,700.57 to fix the rock-wall and remediate the flooding and drainage issues. She testified that when it snows the rock-wall is pushed down further and requires proper replacement. She testified that this allows runoff to enter the lot, which requires a proper drainage area.
23. The Tenant sought to have the rock-wall repaired and proper drainage added to the lot.
24. During cross examination the Tenant confirmed that the bulk of her photos and videos were from 2018 and 2018 with one photograph, or the ice accumulation during the winter from January or February of 2020.
25. The Landlord's Agent Brittany Lockhart is the residential property manager for the Tenant testified that the Tenant's lot is a corner lot on a hill. She allowed that the Tenant will sometimes have trouble with rocks falling from the rock-wall. She testified that when this occurs, she will attend the lot, and pick up and replace the rocks as needed. The Landlord's Agent allowed that sometimes in winter when the snow melts the Tenants lot see's a bit of flooding near her deck but testified that she had not seen anything comparable to the pictures provided since 2020.
26. She testified that she started working for the Landlord in July 2020 and testified that she had been aware of two incidents of flooding on the Tenant's lot, including last year when Gravenhurst received an excessive 30 feet of snowfall during the winter.

27. The Agent testified that this year there was flooding everywhere in the park and the Landlord employed an excavator to remove snow from effected units, she testified that she did not believe that the Tenant had problems this year and the Tenant did not report any concerns to her, but she would not be surprised if they did occur if given that there was widespread flooding from the snowfall in the area.
28. She testified that she believed that she was notified of a flood by the Tenant last year and could not recall what steps were taken. She testified that she did not receive any follow up from the Tenant to suggest that additional work needed to be done with respect to the flooding.
29. She testified that she believes the Landlord had complied with Section 161 (d) of the Residential Tenancies Act, 2006 and testified that she would replace any rocks which had fallen and would not expect the Tenant to do so and herself or another property manager would provide a sump pump when necessary. She testified that she had never sought a long-term solution beyond these steps.

Analysis

30. On a balance of probabilities, I am not satisfied that the Tenant has demonstrated that they are experiencing an ongoing issue related to drainage within the lot or rental unit, which falls within the scope of the limitation period contained in the Act.
31. While I acknowledge that the Section 161 places additional responsibilities on Landlord with respect to mobile home communities, I am not satisfied that the Tenant has demonstrated that she is experiencing an ongoing issue which falls within the Board's limitation period.
32. The photographs and videos relied on by the Tenant primarily date from 2017 and 2018 with the most recent being from early 2020, and while I am prepared to accept that the Tenant was experiencing drainage issues at that time, the Tenant has provided no more recent photographs or videos which would clearly demonstrate that the issue has been ongoing.
33. The Tenant's Application's were filed on May 19, 2021 (the T1 and T1) and August 18, 2022 (the T6). Therefore, I can consider issues which were present May 19, 2020, and ongoing. Despite these applications having been filed over 4 years ago, and the Tenant now being represented they have presented no contemporary, photographs, videos, or other documents which would substantiate that the drainage has continued to be an ongoing issue.
34. While the Landlord's Agent acknowledged that they were aware of issues with the Tenant's lot twice since 2020, I note that this is not definitive proof of the drainage issues persisting, and I accept that this could be attributed to the exceptional snowfall in the area, and other environmental factors rather than latent ongoing deficiencies with the drainage on the Tenant's lot. I also note that only two incidents since 2020 supports such an explanation, rather than the ongoing drainage issue proposed by the Tenant.
35. I found the Agent's testimony to be candid and reliable, she did not hesitate to confirm that the Tenant's lot had experienced issues related to flooding and drainage in the past. I am

therefore also prepared to accept that the Landlord responded appropriately to these issues when they arose by providing a sump pump and replacing stones in the rock-wall as needed.

36. I also accept that the area saw an exceptionally high accumulation of snowfall in the last year, which caused flooding in most of the community, and am inclined to attribute the incidents described by the Landlord's Agent to this large snowfall as it appears to have been widespread within the community and not localised to the Tenant's lot, due to a defect in the drainage system there.
37. I also note that even if I were to accept that Agent's testimony that she was aware of two incidents of flooding involving the Tenant's lot since 2020 as proof that the issue has persisted, I note that I have very little testimony from either party as to the extent of the ongoing issue, or its impact.
38. I also note that the Tenant did not direct me to consider any communications to the Landlord which would suggest that they continued to make the Landlord aware that the drainage issue was ongoing.
39. 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.
40. Therefore, while the Landlord's Agent may not have taken additional steps beyond the provision of a sump pump and excavator, it is not clear to me that it was ever clearly communicated to the Landlord or their agent that these efforts had been unsuccessful, and that more fundamental changes were still required in order to remediate drainage issues on the Tenant's lot. In short, clear ongoing requests for the Landlord to address the drainage issue, it appears they responded appropriately under the circumstances.
41. Therefore, I am not satisfied that the Tenant has demonstrated that they experienced ongoing drainage issues during the relevant period I am unable to conclude that the Landlord failed to respond appropriately to the Tenant's maintenance concerns or interfered with their reasonable enjoyment.
42. Therefore, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

January 14, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

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