



Order under Section 21.2 of the Statutory Powers Procedure Act and Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-048971-24-RV

In the matter of: 45, 79681 Bluewater Hwy
Goderich ON N7A3X8

Between: Jack Davidson Tenants
Yvonne Davidson

And

79681 Bluewater Investments Inc Landlord

Review Order

Jack Davidson and Yvonne Davidson (the 'Tenants') applied for an order determining that 79681 Bluewater Investments Inc (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was resolved by order LTB-T-048971-24 issued on August 5, 2025

On September 3, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 4, 2025 interim order LTB-T-048971-24-RV-IN was issued, staying the order issued on August 5, 2025.

This review was heard on September 22, 2025 and granted by way of interim order LTB-T-048971-24-RV-IN2 issued on October 6, 2025. The interim order directed the matter to be heard de novo (anew).

This application was heard de novo by videoconference on January 7, 2026. Only the Tenant's agents (children) Cheryl Frey and Robert Davidson attended the hearing. The Landlord was not present or represented at the hearing, despite being properly served with notice of hearing from the LTB.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The residential complex is a mobile home park / land lease community. The Tenants were in possession of the rental unit from May 1997 until August 9, 2024. From May 1997 until approximately November 2022 the Tenants resided in the mobile home park on a full-time basis.
3. The Tenant's application was filed on July 10, 2024 and alleges that the Landlord had interfered with the sale of the mobile home. The Tenant's application was amended on November 12, 2025 to include additional remedies.
4. As the application was filed on July 10, 2024, the Board can only consider conduct / potential breaches of the Act from July 10, 2023.
5. The Tenant's agents testified that on or about March 2023, the Tenants were moved to a long-term care home and as such, they made the decision to sell the mobile home and stop residing in the park.
6. The Tenant's agents testified that they signed three separate agreements of purchase and sale for the mobile home on July 15, 2023, October 1, 2023 and on November 1, 2023 and that each of these agreements were rescinded by the purchasers because the Landlord had taken the position that the mobile home park could not be occupied all year round and was only for seasonal use and because the Landlord was demanding a 10% commission fee on the sale of the property.
7. The mobile home was eventually sold on August 9, 2024.
8. As per a previous multi-tenant application decided by the LTB (LTB-T-078580-22 and LTB-T-007243-24) the Act applies to this mobile home / residential complex.
9. Section 156(1) of the *Residential Tenancies Act, 2006* (the Act) "a tenant has the right to sell or lease his or her mobile home without the landlord's consent."
10. Section 22 of the Act states that "a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household."
11. Based on the evidence and submissions before the Board, I find that the Landlord has substantially interfered with the Tenant's reasonable enjoyment / right to sell the rental unit. I find that the Landlord has attempted to unilaterally impose terms and conditions that are inconsistent with the use of or the rules of the mobile home park and that these actions resulted in three agreements of purchase and sale to be rescinded. I also find that the delays in selling the mobile home required the Tenants to incur additional out-of-pocket and expenses and costs to continue their occupancy of the rental unit.

12. As the Tenants have proven the allegations contained in the application, the Tenants are entitled to the remedies claimed.
13. The Tenant's amended application claims \$12,358.44 in compensation. The amount claimed is broken down as follows:
 - \$155.00 for winter maintenance on the mobile home from November 2023 to March 2024.
 - \$4,698.84 for a 100% rent abatement for the period of August 2023 to July 2024
 - \$1,438.04 which represents the property taxes, hydro and water charges paid for the period of August 2023 to July 2024.
 - \$376.56 for home insurance for the period of August 2023 to July 2024
 - \$5,690.00 for mileage incurred by the Tenant's agents (50 cents per kilometer) for the period of August 2023 to July 2024.
14. Based on the uncontested evidence and submissions before the Board, I find that the amounts requested by the Tenants are reasonable and are therefore awarded.
15. The Tenant's agents testified that they incurred these costs (including rent payment of \$391.57 per month) while not residing in the rental unit. The Tenant's agents also had to travel back and forth to the property throughout this one-year period to maintain the mobile home and show the unit to prospective buyers. Had it not been for the Landlord interfering with the Tenant's right to sell the mobile home, these costs would not have been incurred.
16. The Tenants also incurred \$48.00 for the costs of filing the application and are entitled to reimbursement of those costs.
17. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$12,406.44. This amount represents:
 - \$4,698.84 in a rent abatement for the period of August 2023 to July 2024
 - \$7,659.60 for the reasonable out-of-pocket expenses the Tenants have incurred.
 - \$48.00.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 6, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by February 6, 2026, the Landlord will owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

February 2, 2026
Date Issued

Fabio Quattrociocchi
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.