



Order under Section 69 Residential Tenancies Act, 2006

Citation: KREGER v BLACKMAN-SHAW, 2026 ONLTB 14452

Date: 2026-02-25

File Number: LTB-L-050786-25

In the matter of: PCL 10326 SEC Rainy River LT 8
District Rainy River ON P0W1L0

Between: Robert Francis Kreger Landlord

And

Lori Blackman-Shaw Tenants
James Blackman-Shaw
Jordan Blackman-Shaw
Lyndsay Blackman-Shaw
Ron Dare
Jeanine Dare
David Shipman
Bonnie Shipman
Helen Gillingham

Robert Francis Kreger (the 'Landlord') applied for an order to terminate the tenancy and evict Lori Blackman-Shaw, James Blackman-Shaw, Jordan Blackman-Shaw, Lyndsay Blackman-Shaw, Ron Dare, Jeanine Dare, David Shipman, Bonnie Shipman, Helen Gillingham (the 'Tenants') because:

- the Landlord requires possession of the rental unit in order to convert the unit to a non-residential use.

This application was initially heard by videoconference on October 28, 2025. The Landlord and their legal representative Barbara Joanne Morgan attended the hearing. The Tenants Lori Blackman-Shaw, James Blackman-Shaw, Jordan Blackman-Shaw, Lyndsay Blackman-Shaw, Ron Dare, Jeanine Dare, David Shipman, Bonnie Shipman, and Helen Gillingham attended the hearing.

The parties consented to remove John Gillingham as a respondent Tenant to the application as he is deceased. The application is amended to remove John Gillingham as a Tenant.

The hearing did not conclude on October 28, 2025 and was adjourned to February 10, 2026.

The hearing resumed on February 10, 2026. The Landlord and their legal representative Barbara Joanne Morgan attended the hearing. The Tenants Lori Blackman-Shaw, James Blackman-Shaw, Jordan Blackman-Shaw, Lyndsay Blackman-Shaw, Ron Dare, Jeanine Dare, David Shipman, Bonnie Shipman, and Helen Gillingham attended the hearing. The Tenant's legal representative Tyra Ohman attended the hearing.

Determinations:

Preliminary Issues raised at October 28, 2025 hearing

Preliminary Issue#1

1. The Tenants raise that the N13 Notice of Termination ('N13 notice') is invalid because there are no reasons contained under the *Residential Tenancies Act, 2006* (the 'Act') to support the conversion of the land back to its natural state.
2. The Landlord states that subsection 50(b) of the Act allows the Landlord to give the Tenants an N13 notice for the purpose of converting the rental units for the purpose other than residential premises. The Landlord states it served the N13 notices on the Tenants in accordance with subsection 164(1) of the Act which requires that the termination date be at least one year after the date the notice is given. The Landlord further states the N13 notices were served on the Tenants because the Landlord wants to convert the property back to its natural state and intends to lead evidence to support this.
3. I stated at the hearing that I would not dismiss the application on its face because section 50 of the Act allows an application to commence based on an N13 notice for the purpose of converting the residential complex to non-residential use.

Preliminary Issue#2

4. The Tenants request a dismissal of the application and state that the address provided by the Landlord for the residential complex is an imaginary address and it is an address the Tenants are not familiar with.
5. The Landlord states the application notes the correct address as PCL10326 Sec Rainy River LT 8, District Rainy River, ON POW 1L0 for the rural property where the rental units are located. The Landlord states the application also notes the address for the Landlord which differs from the property address where the rental units are located.
6. I stated at the hearing that I accept the Landlord's submission that the address noted in the application is the correct address for the rural property where the rental units are located. The address differs slightly from the address noted in the N13 notices as PCL 10326 Sec Rainy River Lot 8 Con 9 Spohn Unorganized POW 1L0. While the address does slightly differ in the application compared to the N13 notices, I find the notices to be substantially compliant with the Act as required by s. 212 of the Act. I do not find there was any prejudice to the Tenants as they attended the hearing and do not dispute receiving a copy of the N13 notice and that the N13 notices relate to their rental units.

Preliminary Issue#3

7. The Tenants raised that the N13 notices are invalid because the Landlord has filed them together as a single application and each Tenant has the right to lead evidence separately. The Tenants state that they need additional time to obtain legal representation.
8. The Landlord states it was the Landlord and Tenant Board ('LTB') that combined the N13 notices to be heard together. The Landlord states that it served each N13 notice individually on each Tenant and filed one L2 application. The Landlord further submits that all N13 notices contain the same allegations and to hear each N13 notice separately would not be an efficient use of time.
9. The LTB's records confirm that the L2 application was filed on July 4, 2025 based on the N13 notices served on the Tenants by registered mail on June 6, 2024. I determined that the N13 notices were served in accordance with the Act. All of the N13 notices contain the same allegations and were filed as part of a single L2 application by the Landlord. Therefore, it is appropriate to hear the N13 notices together as they form part of a single application and to prevent inconsistent findings. Further, I stated that each Tenant would be allowed to respond to the Landlord's application and to provide separate submissions. I determined that the Tenants have had an ample opportunity to obtain legal representation based on the Notice of Hearing being issued September 25, 2025 and no request for an adjournment was made by the Tenants in advance of the hearing for the purpose of obtaining legal representation.

L2 application

10. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
11. The Tenants were in possession of the rental unit on the date the application was filed.
12. N13 Notice of Termination

Conversion

On June 6, 2024, the Landlord gave the Tenants an N13 notice with the termination date of June 8, 2025. The Landlord claims vacant possession of the rental unit is required for conversion to non residential use and reason 3 is checked off on the N13 notice. The N13 notice further notes "AS ADVISED TO ALL OCCUPIERS OF THIS PROPERTY ROBERT KREGER INTENDS TO CONVERT THE LAND BACK TO ITS NATURAL STATE IN ORDER TO DEAL WITH ESTATE PLANNING ISSUES".

13. Compensation

It is undisputed that the residential complex is a land lease community and the Landlord is required to pay compensation to the Tenants, an amount equal to one year's rent, or \$3,000.00, whichever is less.

14. It is undisputed that the Landlord paid the Tenants the required compensation on June 6, 2024 as follows:
- \$1,800.00 to Lori Blackman-Shaw and James Blackman-Shaw;
 - \$1,800.00 to Jordan Blackman-Shaw and Lyndsay Blackman-Shaw;
 - \$1,800.00 to Ron Dare and Jeanine Dare;
 - \$1,800.00 to Helen Gillingham; and
 - \$3,000.00 to David Shipman and Bonnie Shipman
15. For the reasons provided below, the Landlord has not established that the Landlord in good faith intends to convert the rental units to a non-residential use. The Landlord has not obtained the necessary permits for the land to be converted to non-residential use, nor established that permits are not required. As a result, the Landlord's application must be dismissed.
16. The Landlord states that he purchased the property in 1967 for \$7,500.00. The Landlord testified that there are five parcels of land included within the deed for the property held by the Landlord which includes the parcel of land which forms the land lease community where the Tenants own the buildings situated on approximately 5 kilometres of lakeshore property, located on lot 8. The Landlord states that the Tenants have leased the land from the Landlord for several years and they use the lots with their cabins and the beach every summer, which was undisputed by the Tenants. The Landlord states there is no written lease agreement with any of the Tenants but there is an agreed understanding if the Landlord requires the land, the Tenants would be provided with one year's notice to vacate.
17. The Landlord states that he is 79 years old, is currently married for 56 years, and he has three adult children. He states if he were to pass away prior to his wife, the property would be passed on to his wife. He states that his wife currently has issues with her health.
18. The Landlord states that approximately twenty years ago, the Ministry of Natural resources offered him 1.5 million dollars for his property. He further states that if the property is left as an inheritance to his three adult children, amounts will have to be paid for the capital gains tax which will reduce the amount left as an inheritance to his three children. He states he wants to leave money to his children so they will be able to pay off their houses and that it is not a viable option for his children to manage the property. He states one of his daughters lives in Alberta, his son is a Cancer survivor and has current issues with his health and would likely not manage the finances well, and his oldest daughter is a teacher's aid and lives in Rainy River.
19. The Landlord states that he wants to see the property be used in its natural state. He states that he wants to sell all the property together to the Nature Conservancy of Canada (the 'Conservancy'), including five lots along the lake which are currently occupied by the Tenants who own the buildings on these lots. He states that the Conservancy has told him they are only interested in purchasing the land if it is vacant and without the current buildings in existence on the property because the Conservancy wants the land to be preserved as close to nature as possible. He testified that there is one endangered bird

species which has been identified on the property and the property is situated next to conservation areas and this has made the property attractive to the Conservancy.

20. It was put to the Landlord by the Tenants David Shipman and Ron Dare if the Landlord would consider severing the property and selling the parcels of land occupied by the Tenants. The Landlord states he would not consider this because he believes it was the Ontario Municipal Board that advised him that he cannot sever the property because the Planning Act would not allow it. He states he spoke to them about three to four years ago and they advised him there would be a lot of "red tape" involved if he wants to further consider severing off parcels of land. The Landlord states this is because the property is located in an unorganized municipality. The Landlord states that he spoke with a lawyer a few years ago and the lawyer advised him that he could not afford to subdivide the property. He states he obtained a quotation of \$2,500.00 to start the process and which would require an archaeological assessment. He states these costs and fees scared him off from looking into this further.
21. The Landlord further states that the the Conservancy would not be interested in purchasing the property if the land is severed. However, the Landlord also states that he has not explored with the Conservancy, the ability to allow the Tenants to remain on the land while preserving the land in its natural state. The Landlord confirmed at the hearing that he has nothing in writing from the Conservancy to support their position that they require the land to be vacant as a requirement to return the land to its natural state.
22. The Landlord states that he has met with the Conservancy about 5-6 times and has spoken with C.W. who is the Northwestern Ontario representative for the Conservancy. The Landlord states that he and three other females from the Conservancy toured the property. The Landlord states that he is not required to obtain any permits for the Conservancy to purchase and acquire the land but did not produce anything further for the hearing which supports this.
23. The Landlord further states that he does not have a written agreement, nor a letter of intent between him and the Conservancy regarding the Conservancy's interest in purchasing the property. The explanation provided by the Landlord is that he did not believe it was necessary to produce this for the hearing. The Landlord confirmed at the hearing that he does not have a copy of a purchase and sale agreement between him and the Conservancy, nor any planning documents to support the timelines in which the conversion of the land would occur. The Landlord concedes at the hearing that the application filed by the Landlord provides no timelines regarding when the conversion of the land is to occur.
24. The Landlord states that the Conservancy told him that they would send a letter to the Landlord which confirms they have an interest in purchasing the property from the Landlord as vacant land. The Landlord states they did not send a letter to him, and he did not follow up with them for the letter. I asked the Landlord why he did not follow up with them for a copy of this letter and the Landlord's response was that he did not believe it was necessary to obtain a copy of the letter for the hearing. The Landlord states that he has a verbal agreement with the Conservancy and currently everything is on hold right now with them. The Landlord further states that he has been working with the Tenants for the past

10-15 years to acquire vacant possession of the land which the Tenants currently lease from the Landlord.

25. The Landlord's position is that even though the Tenants own the buildings which are on the land which they pay an annual lease payment to the Landlord, this does not change the tenure of the property or allow the Tenants to remain on the property for an indefinite period.
26. The Landlord relies on an Ontario Divisional Court decision, *Boomer v. Arvane Farms Ltd.*, 2025 ONSC 1772. The case addresses an appeal of three LTB decisions in which the LTB granted the landlord's L2 application based on N13 Notices of Termination served on ten tenants residing in a mobile home park for the purpose that the landlord intends to convert the property to non-residential use. In *Boomer*, the LTB decisions were upheld which determined that the landlord genuinely intends to convert the property to non-residential use and lease it to a commercial business.
27. The Tenants David Shipman, Ron Dare, and Lori Blackman stated that in 2020 the Landlord requested that they sign a lease which would stipulate that if the Landlord ever wants to acquire the property for any reason, the Tenants would have one year to vacate the property. The Tenants stated they did not agree to this, nor sign a lease agreement.
28. The Tenants David Shipman, Ron Dare, Lori Blackman, and Jordan Blackman (the 'Tenants') stated that the first time they heard that the Landlord was interested in selling the land to the Conservancy was during the Landlord's testimony for this hearing.
29. The Tenants stated that in 2020 the Landlord dumped massive piles of gravel on both sides of a gate on the access road used to get to their properties and that the gravel piles remained there until 2023. The Tenants state they were unable to access the properties where their buildings were located during this time which was frustrating for the Tenants. David Shipman states that an LTB hearing was held in January 2023 between the Landlord and the Tenants which resulted in the Landlord being required to remove the gravel piles blocking the gates, preventing the Tenants from accessing the property they leased from the Landlord and their buildings. Ron Dare states that the Landlord did not remove the gravel blocking the gate to the access road and the Tenants all contributed payment to have the gravel removed.
30. The Tenants testified that 32 days after the LTB decision was released, the Tenants were served with an N13 notice of termination. It was undisputed at the hearing that the Landlord did not proceed with those N13 Notices of Termination.
31. David Shipman testified that he spoke with the Communications Manager, B.C. for the Conservancy who is situated in Toronto. He states that he asked B.C. if there are cabins which are located on a property which is purchased by the Conservancy, would the inhabitants be allowed to remain on the property. He states that B.C. advised that while the Conservancy continues to conserve the land, the people that already occupy the land can continue to enjoy it as well.

32. The Tenants testified to building additions and completing renovations to the buildings that occupy the property which they lease from the Landlord which has increased the value of these buildings. The Tenants stated that they have a strong attachment to these buildings and the property that they are situated on.
33. The Tenants position is that the Landlord has not met the test of good faith under subsection 73(1) of the Act. The Tenants state this is because the Landlord has not produced copies of any permits, nor any documentation regarding correspondence with Conservancy, and there was no one from the Conservancy that testified at the hearing to support that the Conservancy intends to purchase the property if it is vacant. The Tenants further state that at the time the Landlord served the N13 notices on the Tenants, the Landlord did not have a crystalized plan for converting the land for sale to the Conservancy.
34. The Tenants rely on a decision from Ontario Divisional Court, *Gordon-Kay v. Sharpe*, 2025 ONSC 6856. The decision dismissed the landlord's appeal of an LTB decision which was a dismissal of the landlord's application to terminate a tenancy for the purpose of demolition of the rental unit. In the decision, the Court held that the LTB did not err in its interpretation of subsection 50(1)(a) of the Act which allows a landlord to serve a notice of termination if the landlord requires possession of a rental unit for the purpose of demolition. The Court determined that subsection 50(1)(a) of the Act must be interpreted with regard to other sections of the Act. The Court notes that this includes subsection 73(1)(a) which requires the LTB, prior to terminating a tenancy to determine whether a landlord intends in good faith to carry out the activity as set out in the notice of termination. It is also noted by the Court that subsection 202(1) of the Act is also relevant for consideration with subsection 50(1)(a) as subsection 202(1) stipulates that in making findings on an application, the LTB is required to ascertain the real substance of all transactions and activities as it relates to a residential complex or rental unit and the good faith of the participants in doing so.
35. The Tenants position is that the same legal test applied in *Gordon-Kay* must also be applied to this application which is based on a conversion of the property.
36. The Tenants rely on another Ontario Divisional Court decision, *Halkiw v. Lavin*, 2025 ONSC, 6048 in which the Court upheld the LTB's decision which dismissed the landlord's L2 application based on an N13 Notice of Termination to convert the rental unit to a commercial unit. The Court determined that the LTB correctly found that the landlord had not met the test of good faith and that the landlord had not proven that the conversion to a commercial unit will take place. The Court further notes that the LTB properly reached the determination that the N13 Notice of Termination was not served in good faith. The LTB had concluded that the timing of the landlord serving the N13 Notice of Termination was noteworthy because the date it was served on the tenant was the same date the LTB released a decision in favor of the tenant which determined the predominant use of the rental unit was for residential purpose.

Analysis

37. For the reasons provided below, I do not find that the Landlord has served the N13 notices in good faith on the named respondent Tenants. I am also not persuaded by the Landlord's

oral testimony alone that permits are not required to convert the property to its natural state.

38. The Landlord served the N13 notices pursuant to subsection 50(1)(b) of the Act and claims that the Landlord requires possession of the rental units to convert them for a purpose other than residential tenancies. The Landlord claims he intends to sell the land to the Conservancy so the land can be returned to its natural state and the proceeds from this sale would form part of his estate which would be left to either his spouse or his three adult children.
39. I am not persuaded that the Landlord has a genuine intention to sell the property to the Conservancy so the land can be returned to its natural state. The first reason is because there was no documentary evidence produced by the Landlord to support that the Conservancy is interested and intends to purchase the property. The Landlord did not produce copies of any written correspondence with the Conservancy such as letters or emails. The Landlord has testified there is no purchase and sale agreement. While the Landlord has testified about conversations that have taken place with the Conservancy over the past few years, and that people from the Conservancy have attended the property with the Landlord, there has been nothing further produced by the Landlord to corroborate that the Conservancy wants to purchase the property. There was no one from the Conservancy to testify as a witness for the Landlord at the hearing. As a result, there was a limited ability to challenge the Landlord's oral evidence regarding the Conservancy's intention to purchase the property. The lack of corroborating evidence has resulted in me not being persuaded by the Landlord's oral testimony that he genuinely intends to sell the property to the Conservancy.
40. The Landlord states that he was offered 1.5 million dollars for the property approximately twenty years ago from the Ministry of Natural Resources. Based on this information, I find it would be reasonable to accept that the value of the property has significantly increased since then. I find that if the Conservancy genuinely intends to purchase the property from the Landlord, there would be some documentation that the Landlord should have to corroborate their interest and intent in purchasing the property from the Landlord.
41. The Tenants raise that there were no permits obtained by the Landlord. The response from the Landlord is that he is not required to obtain permits for the land to be converted to its natural state. The Landlord has not produced any documentation to support that no permits are required. As a result, I am not persuaded by the Landlord's testimony alone.
42. The second reason that I have found the N13 notices were not served in good faith is based on the circumstances which occurred prior to the N13 notices being served on the Tenants. Subsection 202(1) requires me to ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants in doing so.
43. I accept the Tenants testimony that the Landlord wanted the Tenants to sign a written lease agreement which stipulates if the Landlord wants to acquire the property for any reason, the Landlord would be able to and the Tenants would have one year to remove their buildings from the property. The Landlord did provide evidence to the contrary.

44. I accept the Tenants' testimony that the Landlord prevented them from accessing their buildings on the property which they leased from the Landlord for the period of 2020 - 2023 due to the Landlord dumping gravel which blocked the gate for the access road to the property they lease from the Landlord where their buildings are located. The Tenants testified that an order was issued by the LTB in January 2023 which required the Landlord to remove the gravel. The Tenants state that 32 days later, the Landlord served the Tenants with an N13 Notice of Termination which the Landlord did not proceed with. This evidence was undisputed by the Landlord. Further, the Tenants testified that they all contributed towards the cost to remove the gravel because the Landlord failed to do so which was also undisputed by the Landlord. I accept the Tenant's unchallenged testimony that the first time they became aware that the Landlord wanted to sell the property to the Conservancy was when the Landlord testified at the hearing.
45. The Landlord did not offer any explanation as to why gravel was dumped by the Landlord in front of a gate for the access road for the Tenants and why the gravel remained there for a period of approximately three years until it was removed at the Tenants' cost. I accept that this was extremely frustrating for the Tenants as they testified that they were unable to access and use their buildings on the property which they leased from the Landlord for a period of approximately three years.
46. The third reason I am not persuaded that the N13 notice was served in good faith is the Landlord has not produced corroborating evidence to support his testimony why the property which the Tenants lease from the Landlord cannot be severed. The question was put to the Landlord a few times about why the property the Tenants lease from the Landlord could not be severed. The Landlord states that when he started to explore the cost to do this, the cost would have been too high. The Landlord also states that the Ontario Municipal Board advised him that he could not sever the land due to the land being "an unorganized municipality". The Landlord did not disclose any detail about how much time he spent investigating the issue regarding the severing of the land. Therefore, I find the Landlord's explanation which provides two different reasons does not persuade me why the property which the Tenants occupy could not be severed.
47. The Landlord further states that the Conservancy would only purchase the land if it was vacant because they wanted to preserve the land in its original state. However, the Landlord further states that he never explored with the Conservancy, the ability to allow the Tenants to remain on the land while allowing the Land to be preserved in its natural state. The Landlord offered no explanation as to why he did not explore this as an option with the Conservancy. Based on this information, I am not persuaded there is a genuine intent for the Landlord to sell the land to the Conservancy.
48. The Tenant David Shipman testified that he spoke with someone at the Conservancy who told him information to the contrary that people could remain occupying the land while the land continues to be conserved. I afford little weight to this evidence due to it being hearsay and it could not be challenged. There was also limited context of the conversation provided at the hearing.

49. The fourth reason I find the N13 notice has not been served in good faith is because I find that the Landlord has not provided any details regarding a timeline regarding the purchase and sale of the property to the Conservancy. The Landlord states he has been in discussion with the Conservancy over the past few years, met with them 5-6 times, and three people from the Conservancy have attended the property while accompanied by the Landlord. If the property is genuinely to be sold to the Conservancy, I would expect that the Landlord would have more details solidified such as how much time would be required to execute the purchase and sale agreement, or details regarding the Conservancy's plans regarding what steps they intend to take to preserve the land in its natural state which the Landlord states is an important aspect for him.
50. I do not find the Divisional Court decision, *Boomer* relied on by the Landlord assists me with my determination in this case because I find the facts in *Boomer* are distinguishable. The Court determined in *Boomer* that the LTB applied the correct legal test in determining the landlord served the N13 Notices of Termination in good faith and that the landlord genuinely intends to close the mobile home park and evict the tenants so the property can be converted to non-residential use.
51. Para 38 of *Boomer* notes that the decision from the LTB "contains considerable detail concerning the activities of the Landlord since it acquired the property, including that the Landlord is not in the business of operating as a residential landlord. The Landlord wished to enter into a lease agreement well before the notice was served and at the time of purchase there was a single-family dwelling on the land and the Landlord obtained vacant possession, obtained the necessary permits, and then demolished the dwelling as part of the conversion. The decision also considered that prior N13 notices were served, and then withdrawn because they misidentified the land".
52. In *Boomer*, the landlord took deliberate steps in converting the property for non-residential use and confirmation of the steps taken were accepted at the hearing. In the case before me, the Landlord relies solely on its own testimony which I am not persuaded by.
53. I find *Gordon-Kay* relied on by the Tenants, provides direction as it references that subsection 50(1)(a) of the Act must be interpreted in conjunction with other sections of the Act; specifically subsections 73(1)(a) and 202(1) which I have considered together in forming my analysis above.
54. Further, *Halkiw*, also relied upon by the Tenants, has facts which are analogous to the case before me and provides direction in determining if an N13 Notice of Termination was served in good faith and the events surrounding the serving of an N13 Notice of Termination can be factors noteworthy of consideration. In the case before me, I find the timing of when the first N13 Notice of Termination was served by the Landlord was worth noting as it was undisputed that it was served on the Tenants 32 days after a decision was released from the LTB which was unfavorable to the Landlord. While I accept that the Landlord did not proceed on the first N13 Notices of Termination, the Landlord then served the Tenants with another N13 notice a few months later which are the N13 notices for which this application is based.

55. Based on the above and on balance of probabilities, I find the Landlord has not met its onus in establishing that the Landlord genuinely intends to convert the rental units for non-residential use for the purpose of selling the land as vacant to the Conservancy for the purpose of converting it to its natural state and the funds from the sale would be available for the inheritance from his estate.

56. For the reasons above, the Landlord's application is dismissed.

57. This order contains all the reasons for the decision. No other reasons will be issued.

It is ordered that:

1. The Landlord's application is dismissed.
2. As the application is dismissed, the Tenants shall return the compensation paid to them by the Landlord by March 25, 2026, if the Tenants have not already done so.

February 25, 2026
Date Issued

Kimberly Parish
Vice Chair, Landlord and Tenants 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.