



**Order under Section 9(2)
Residential Tenancies Act, 2006**

File Number: LTB-T-097744-24

In the matter of: 1055, 5007 Highway 21
Port Elgin Ontario N2A2C5

Between: Brenda Henderson Fritch Tenant

And

Justin Allsopp Landlord
Great Blue Resorts

Brenda Henderson Fritch (the 'Tenant') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies.

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

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant's A1 application seeks to determine that the Act applies in relation to a mobile home unit. Based on the evidence before me, I am satisfied on a balance of probabilities that the Act does apply to the rental unit or residential complex.
2. The Tenant testified that she owns her mobile home, and it is situated on a leased lot. She further testified that there are 67 homes in the park, everyone lives in the park year-round, they pay property tax which reflects year-round use and there was a billboard which advertised year-round resort living.
3. The Landlord testified that the Act does not apply as the licence of occupation, signed by the Tenant on July 26, 2021, states the site is for vacationing purposes every day of the year during summer seasons and winter seasons and the site is not to be used for residential purposes.

Analysis

4. The question before the Board is whether the Act applies.
5. Section 202(1) of the Act says:

In making findings on an application, the Board shall 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 and in doing so,

- a) May disregard the outward form of a transaction or the separate corporate existence of participants; and
- b) May have regard to the pattern of activities relating to the residential complex or the rental unit.

6. The following sections of the *Residential Tenancies Act, 2006* (the "Act") are relevant:

2(1) "landlord" includes,

- (a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit ...

"tenant" includes: a person who pays rent in return for the right to occupy a rental unit ...

"rental unit" means any living accommodation used or intended for use as rented residential premises, and "rental unit" includes,

- (a) a site for a mobile home or site on which there is a land lease home used or intended for use as rented residential premises, and
- (b) a room in a boarding house, rooming house or lodging house and a unit in a care home...

"residential unit" means any living accommodation used or intended for use as residential premise, and "residential unit" includes,

- (a) a site for a mobile home or on which there is a land lease home used or intended for use as a residential premises, and
- (b) a room in a boarding house, rooming house or lodging house and a unit in a care home...

7. In considering the real substance of the agreement, despite the licence of occupancy stating it is only for recreational purposes, the permissible seasons run from May 1 each year to October 31 and then from November 1 to April 30, equalling all 365 days of the year. Additionally, the rent is divided into 12 equal monthly payments.

8. Therefore, based on the evidence before me, I find that Act does apply, as the Tenant's unit has at all times since entering into the licence of occupation been used as a residential unit with all season living.

It is ordered that:

1. The *Residential Tenancies Act, 2006* does apply.

February 24, 2026
Date Issued

Brenda Mercer
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.