



**Order under Section 30
Residential Tenancies Act, 2006**

Citation: Morris v Morrison, 2026 ONLTB 27721

Date: 2026-04-02

File Number: LTB-T-049360-25

In the matter of: 1, 274 Concession 11 Walpole
Hagersville Ontario N0A1H0

Between: Clare Morris
Carman Morris
Trent Hathaway
Makayla Patey
Amy Todd
Tina Hubbard
Ed Storker
Sylvia Berkel
Peter Berkel
Donald Tweddle
Wendy Tweddle
Terence Atkinson
Margaret Atkinson
Audrey Lomoth
Serg Lomoth
Stephen Morrell
Lori Anne Morrell
Mark Bagerow
Brenda Bagerow (MacDonald)
Stephen Taylor
Doris Woolner
Allan Richardson
Eugene Kreller
Marcelle Schuitemaker
Tracey Tydd

Tenants

And

Margaret Morrison
White Oakes Village Estates

Landlords

Clare Morris, Carman Morris, Trent Hathaway, Makayla Patey, Amy Todd, Tina Hubbard, Ed Storker, Sylvia Berkel, Peter Berkel, Donald Tweddle, Wendy Tweddle, Terence Atkinson,

Margaret Atkinson, Audrey Lomoth, Serg Lomoth, Stephen Morrell, Lori Anne Morrell, Mark Bagerow, Brenda Bagerow (MacDonald), Stephen Taylor, Doris Woolner, Allan Richardson, Eugene Kreller, Marcelle Schuitemaker and Tracey Tydd (the 'Tenants') applied for an order determining that Margaret Morrison and White Oakes Village Estates (the 'Landlords') 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.

This Adjudicative Case Conference was heard by videoconference on January 13, 2026.

Only the Tenant Clare Morris (the 'Tenant') attended the hearing.

As of 9:30 am, the Landlords were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application:
 - a) The Landlords failed to maintain the road in the land lease community in accordance with the Landlords' maintenance obligations under the Act.
2. Therefore, within 60 days of this order, the Landlord shall repair the land lease road in such a manner as to ensure that dust emanating from the roadway is reduced.
3. The applicants are member of a land lease community, wherein some Tenants own their units or rent from separate landlords. The Tenant testified that she moved into her own unit in 2010 and since that time, the road in the land lease community emanates a lot of dust and also has a lot of potholes. Pictures were entered into evidence along with e-mails that were sent by various Tenants to the Landlord about the condition of the road.
4. The Tenant testified that the Landlord has oiled the gravel to reduce the dust however, the Landlords have not responded to the Tenant's last inquiry regarding repair from June 6, 2025.
5. Having considered the Tenants' uncontested evidence, I find that the Landlord failed to meet the Landlord's obligations under the Act to repair and maintain the residential complex by failing to maintain the land lease community's road.
6. 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.
7. In this case, the Landlord was asked on many occasions over many years to properly maintain the land lease road and failed to response reasonably in any capacity.

Remedies

8. The Tenants are asking for an order ordering the Landlord to repair and maintain the road in a such a state as to reduce the overall dust emanating from the land lease road and the repair of potholes. The Landlord will be ordered to begin work on same within 60 days of this order.

It is ordered that:

1. The Landlord shall, within 60 days of this order (June 2, 2026) start work on the land lease community's road to ensure dust suppression from the road and the reasonable repair of potholes.
2. If the Landlords do not do the work by June 2, 2026, the Tenants are authorized to arrange for the work to be done and may recover the cost of the work by deducting the amount from the rent owing for the month(s) after the work is done until there is no longer any money owing.
3. The Landlords shall pay the Tenants is \$128.00. This amount represents:
 - \$128.00 for the cost of filing the application.
4. The Landlords shall pay the Tenants the full amount owing by April 13, 2026.
5. If the Landlords do not pay the Tenant the full amount owing by April 13, 2026, the Landlords will owe interest. This will be simple interest calculated from April 14, 2026, at 4.00% annually on the balance outstanding.
6. If the Landlords do not pay the Tenants the full amount owing by April 13, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the month(s) after the work is done until there is no longer any money owing.
7. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 2, 2026
Date Issued

Jagger Benham
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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