



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

Citation: Harris v Mar-View Farms Ltd . C.O.B Green Acre Park, 2026 ONLTB 32644

Date: 2026-04-27

File Number: LTB-T-069311-25

In the matter of: Sites 247 and 356, 580 Beaver Creek
Road
Waterloo Ontario N2J3Z4

Between: Debra Harris Applicants
Sandra Danielle Ellis

And

Mar-View Farms Ltd. C.O.B Green Acre Respondents
Park

Debra Harris and Sandra Danielle Ellis (the 'Applicants') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'RTA') applies.

This application was heard by videoconference on April 20, 2026.

The Applicants, the Applicants' representative Timothy Ellis, and the Respondent's representative Kevin Kok attended the hearing. Bruce Martin and Steve Roth testified for the Respondent.

Reasons:

1. The rental units at issue in this application are two sites in a trailer or mobile home park. The Applicants own homes located on the sites, and rent the sites themselves from the Respondent. They bring these applications seeking a finding that the RTA applies to their rental of the sites.
2. For the following reasons, I find that the RTA does not apply.

Background

3. The Respondent operates a business which it describes as a "campground" or "RV park." I will refer to it as the "park." The park consists of roughly 310 sites for residential trailers, with hydro and water hookups.
4. The park is open between March 1 and December 31 each year. In January and February each year, the park is closed. The front gate is locked, and the roads leading to the sites are not plowed. Some customers remove their trailers during the closed season. Trailers

that remain are “winterized,” meaning that the water pipes are drained and the heat is turned off.

5. During the open season, the Respondent makes 85 sites available to campers for night-by-night rentals. The RTA does not apply to those sites.
6. The other 225 sites are rented under annual contracts. The contracts at issue in this proceeding allow customers to maintain a trailer on a site and live in it throughout the open season of March through December. Renters can also leave their trailers on-site during the closed season, but cannot live in them.
7. The Respondent also offers other annual contracts for renters who use their trailers for shorter periods, but those contracts are not relevant to this proceeding. There is no contract that permits anyone to reside in the park in January or February.
8. As with other mobile home parks, trailers can be semi-permanent structures and are not necessarily meant to be moved. It is common for renters to renew their site rental contracts annually for extended periods, thereby maintaining their trailers on-site for many years, and living in them for ten months of each year.
9. Because renters keep their trailers on sites semi-permanently, trailers are sometimes bought and sold in situ. The park maintains a website which renters can use to advertise their trailers for sale. When a person purchases a trailer in situ, they must either remove it from the park, or leave it in place and rent its site from the Respondent.
10. Around 2021, one of the Applicants, Ms. Ellis, purchased a trailer which was located on site 247. Ms. Ellis then rented site 247 from the Respondent so that she could leave the trailer in place and live in it. She lives there from March through December each year, and stays elsewhere in January and February.
11. Similarly, the other Applicant, Ms. Harris, purchased a trailer in 2024 which was located on site 356. She then rented site 356 from the Respondent. She lives in her trailer from March through December, and stays elsewhere in January and February.

What are the terms of the rental contracts?

12. Both Applicants purchased their trailers intending to keep them in the park and live in them as their permanent residences. It seems they may not have realized, when they made the purchases, that the park was closed two months of the year. The Respondent is not responsible for that misunderstanding. The Applicants purchased their trailers from other renters, not from the Respondent.
13. After purchasing their trailers, the Applicants discovered that the park was closed in January and February, and that the Respondent only offered rentals for residential use between March and December. At that point, the Applicants’ only realistic option was to accept those terms. The trailers are semi-permanent, and could not easily be moved to a different park.

14. The Applicants therefore signed the Respondent's standard rental contract, which expressly states that "the Park is closed from January 1st to March 1st, without water, sewer, road clearing, or other services and with NO overnight accommodation during this period of time." This restriction is restated in various ways throughout the contract.
15. The Applicants understood the contract, and agreed to it. Each year thereafter, they agreed to it again when they renewed their rentals. They abided by the contract, and did not use their sites in January and February, except to store their trailers.
16. The only exception was that Ms. Harris attended her site in January and February from time to time to check on her trailer for insurance purposes. She did not stay overnight. She understood and agreed that she was not otherwise permitted to use the site in January and February.
17. I am satisfied that the agreement between the parties is that the park is closed in January and February, and that the sites are only available for residential use from March through December. The Applicants agreed to those terms, even though they would have preferred to be able to live in their trailers year-round.

Are sites 247 and 356 rental units?

18. I am satisfied that the sites are residential rental units within the meaning of the RTA.
19. Section 2(1) of the RTA defines a "mobile home" as "a dwelling that is designed to be made mobile and that is being used as a permanent residence." The Applicants' trailers clearly meet this definition.
20. The rental contracts purport to require that renters maintain a permanent residence elsewhere. Renters are required to provide the address of a "permanent/non green acre park residence/primary residence." In practice, however, renters can provide any mailing address, including a P.O. box or a relative's address.
21. Moreover, the Respondent's owner, Mr. Martin, testified that many of his seasonal customers are "snowbirds." I take him to mean that they live in their trailers for most of the year, and vacation in warmer climates in the winter. Hence, he is well aware that for some of his customers, their trailer is their permanent residence.
22. A "mobile home park" is "the land on which one or more occupied mobile homes are located" as well as the associated services and facilities. Mobile home parks are governed by Part X of the RTA. The sites on which mobile homes are located are rental units pursuant to section 2(4) of the RTA.
23. Sites 247 and 356 are therefore residential rental units, and are governed by the RTA unless they are subject to an exemption.

Are sites 247 and 356 exempt from the RTA?

24. Section 5(a) of the RTA provides that, even if a unit is a residential rental unit, the RTA does not apply if the unit is “living accommodation ... occupied for a seasonal or temporary period in a ... cottage or cabin establishment,... campground, [or] trailer park.” The central question in this case is whether the section 5(a) exemption applies.
25. The Divisional Court recently considered facts very similar to the facts of this case. In *Brooks et al v. Hogan et al*, 2026 ONSC 1423 (CanLII), the appellants had rented a campground site for several years. They owned a cottage on the site, which they had purchased from a third party. The campground was open from mid-May to mid-October, and provided hydro, water, and sewage services during that period. The rest of the year, utilities were not provided and overnight stays were not permitted. The rentals were intended to be continually renewed over a long period of time.
26. The Court upheld the LTB’s finding that the appellant’s rentals were “seasonal,” and that the section 5(a) exemption therefore applied. There was no year-round accommodation. The campground only provided utilities during its open season, and prohibited overnight stays outside that season.
27. The Court distinguished *Matthews v. Algoma Timberlakes Corporation*, 2010 ONCA 468 (CanLII), in which the Ontario Court of Appeal had found that certain recreational cabins were governed by the RTA. The cabins in *Matthews* were not seasonal rentals, because they could be used at all times of the year. The landlord had never restricted access, seasonally or otherwise. In *Brooks*, on the other hand, the campground did not permit renters to use the sites during its closed season.
28. The Court also distinguished *Egan v. Kincardine Golf & Country Club*, 2023 ONSC 4498 (CanLII), in which it had found that a certain cottage was governed by the RTA. As in *Matthews*, the landlord in *Egan* did not place any restrictions on when the tenant could use the cottage. Access was more difficult in winter, but was not prohibited. Although the renter chose to only use the cottage seasonally, the rental agreement was year-round, not seasonal. In *Brooks*, on the other hand, the rental agreement was seasonal.
29. *Brooks* is binding on me. The material facts of the present case are the same, and the same reasoning applies. The Applicants’ rental agreements allow them to maintain their trailers on the rented premises throughout the year, but only permit them to reside in the trailers during the Respondent’s open season. During the closed season, services and utilities are not provided and residence is not permitted. The rental agreements are therefore seasonal, and are exempt pursuant to section 5(a).

Other considerations

30. In my view, *Brooks* is entirely dispositive of this case. The facts are materially identical, and the decision is binding.
31. Nonetheless, I will briefly address other evidence and arguments raised at the hearing.

Contracting out

32. The rental agreements contain express clauses stating that the RTA does not apply. The Respondent argues that the Applicants agreed to those clauses. The Applicants say that they did not understand the implications of the clauses.
33. I do not find those clauses of the agreement to be relevant. Section 3(1) of the RTA provides that the RTA applies despite any agreement or waiver to the contrary. An agreement that the RTA does not apply has no legal effect. What matters is whether the unit meets the definition of a residential rental unit under RTA, and whether the unit is exempt under any provision of the RTA.

Other caselaw

34. The Applicants rely on several prior LTB decisions which, they argue, support their position. The decisions are not binding, and were decided prior to *Brooks*, which is binding. To the extent that the prior decisions are inconsistent with *Brooks*, they are no longer good law and I cannot find them to be persuasive.
35. The Applicants also rely on *White v. Upper Thames River Conservation Authority*, 2022 ONCA 146 (CanLII). In that case, the appellants had year-round leases which provided that, during the winter, they could only occupy their homes on weekends. The Court of Appeal held that the leases were not seasonal, and were governed by the RTA. The provisions restricting occupancy during the winter were inconsistent with the RTA, and were void.
36. *White* does not apply to the facts of this case. Here, the rental agreements are seasonal, so the RTA does not apply. Consequently, it does not matter whether the occupancy restrictions in the rental agreements would be inconsistent with the RTA.

Conclusion

37. Year-round mobile home parks are common in Ontario, and are governed by the RTA.
38. I gather that trailer parks which close for the winter are also common in Ontario. Like other mobile home parks, such parks may permit renters to maintain semi-permanent trailers on-site for many years. However, unlike year-round mobile home parks, they do not allow renters to live in the trailers during their closed season. Until recently, it was not clear whether such rentals were governed by the RTA.
39. The Divisional Court settled that question in *Brooks*. I recognize that the present application was filed before the *Brooks* decision was issued. However, in light of *Brooks*, it is now clear that this application cannot succeed. The RTA does not apply.
40. It is unfortunate that the Applicants purchased their trailers believing that they would be year-round, permanent homes. They ought to have made inquiries before purchasing the trailers. Perhaps they might have remedies against the vendors in a different forum. In any case, the reality is that the Applicants, perhaps improvidently, purchased trailers located in

a seasonal park that closes each winter. The sites on which the trailers sit are not governed by the RTA. If the Applicants do not wish to accept that arrangement, their remedies are to sell their trailers or move them to a different park.

It is ordered that:

1. The *Residential Tenancies Act, 2006* does not apply to the Applicants' rental of the units.

April 27, 2026

Date Issued

Dale Whitmore

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.