



Order under Section 31 Residential Tenancies Act, 2006

Citation: Mulligan v Killam Investments Inc., 2026 ONLTB 35997

Date: 2026-05-08

File Number: LTB-T-082919-24

In the matter of: BOX 16 Second Ave
ERIN ON N0B1T0

Between: Michael Andrew Mulligan Tenants
Rebecca Mulligan

And

Killam Investments Inc. Landlord

Michael Andrew Mulligan and Rebecca Mulligan (the 'Tenants') applied for an order determining that Killam Investments Inc. (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex in which it is located for all usual purposes by the Tenant or by a member of their household.

This application was heard by videoconference on April 15, 2026.

The Tenants, the Landlord's Legal Representative, Kevin Lundy and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenants moved into a mobile home located at Box 16, Second Avenue, Erin, Ontario which is a land lease community. The Tenants purchased this mobile home and moved in on October 1, 2020. They own the mobile home but the land is leased by the Tenants from the Landlord. The Tenants vacated the mobile home on January 31, 2025 but they continue to own the home.
3. This application concerns allegations that the Landlord entered the rental unit illegally without notice and that the Landlord substantially interfered with the Tenants.

Tenant's Evidence – Rebecca Mulligan (RM)

4. RM testified that she and her husband decided to sell their trailer in September of 2024 and she advised the property manager, Michael McAllister of their plans. The Tenant requested that Mr. McAllister let them know when he would be doing the inspection and agreed that the property manager could just pop over to complete the inspection provided he let them know the date.
5. RM stated that Mr. McAllister did not advise them of the date that he would be doing the inspection but completed same and sent them a report on September 13, 2024. RM stated that the property manager advised her that he called them but there was no answer so he simply completed his inspection. The Tenant stated she received a list of undertakings that were required to be completed prior to selling the mobile home.
6. RM brought my attention to the undertaking list provided by the Landlord to the Tenants. This document states that **“the above is required to bring the home into compliance with current park rules and regulations and community standards and must be completed by the closing date. The undertakings above will be subject to an inspection of completion 30 days prior to closing. Approval of a purchaser for a new lease or assignment of lease is conditional on compliance with the undertakings prior to closing.**
7. The Tenant stated that she was not required to complete these undertakings as some of them had already been done and some of them were not listed on their own undertakings when they purchased the home. RM stated that she received an offer but it was way too low and she refused that offer. She stated that the Landlord's interference with these undertakings was substantially interfering with her ability to sell their mobile home. The Tenant stated that these undertakings are not necessary and the park rules are not evenly enforced around the park. She also stated that she has never been given an N5 from the Landlord regarding a failure to maintain the mobile home or the surrounding property so why is the Landlord alleging this now.
8. RM stated that although they have a mortgage on the house, they have taken the house off the market waiting for the results of this case. The Tenant wants the Landlord's interference to cease immediately so that she is able to finally sell the home without these unnecessary and costly repairs.
9. The Tenant is seeking that the Landlord remove the undertaking list as a condition of the sale of the home, she is looking for moving and storage expenses in the amount of \$1,001.04 (due to her inability to sell the unit) and she wants the Landlord to pay CMHC \$25,185.60. The Tenant explained that due to the fact that they could not sell their mobile home, they did not have a sufficient deposit on a new home and they had to pay CMHC fees of over \$25,000.00. RM also is seeking that the Landlord give out a copy of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the “Act”) to all new tenants at the park.

Landlord's Evidence, Michael McAllister (MA)

10. The property manager stated that the undertakings are completed prior to the sale of any of the mobile homes and that they are based on the park's rules and regulations. He stated that the last inspection of the rental unit was in 2020 and things can change in 5 years.
11. MA stated that when he completed the inspection on or about September 13, 2024, he wanted to ensure that the current state of the mobile home and the area around it complied with the park rules. Based on his recollection, he stated that the skirting around the house was bending and the blocking has deteriorated causing him to believe that the house is sinking. He further noted that the siding needed to match and that fencing needed to be removed. He stated that this is the reason why these undertakings must be resolved prior to the mobile home being sold.
12. MA stated that the sellers of the homes usually take care of the undertakings but some times the purchaser completes the undertakings. He stated that they must be completed prior to the sale going through.
13. MA stated that he was not stopping the Tenants from selling their mobile home and that he was simply completing a necessary step when selling a property.
14. MA stated that when he attended the mobile home in September of 2024, he did not enter the rental unit and simply walked around the home to review the condition of the home, looked at the surrounding fence, and reviewed the accessory buildings.

Analysis

15. The Tenant's T2 Application is based on the rights and obligations contained in sections 22 and 25 of the *Residential Tenancies Act*, 2006 (the "Act"):

22— 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.

25— A landlord may enter a rental unit only in accordance with section 26 or 27.
16. The Tenants' case to be made is that the Landlord is substantially interfering with the Tenants' ability to sell their mobile home and because of the property manager's actions, they have been unable to sell their home. Further, they believe that the property manager entered their home without consent.
17. Regarding the Tenants' allegation that Michael McAllister illegally entered their home in September of 2024, I am not satisfied that any illegal entry occurred. Mr. McAllister testified that he inspected the outside of the house and the area around the house and the Tenants agreed that is where the inspection occurred.

18. Based on the testimony from both parties and the evidence including the undertakings, I am not satisfied that the Landlords are substantially interfering with the Tenants. Section 154 of the Act allows a Landlord within a land lease community to create park rules and regulations which the Landlord can enforce within the park. The list of undertakings created by the property manager stems from the park's rules and regulations and according to the property manager, it is done for each house prior to being sold.
19. Section 159(1) of the Act states "If a tenant has sold or entered into an agreement to sell the tenant's mobile home and the tenant asks the landlord to consent to the assignment of the site for mobile home to the purchaser of the mobile home, ... b) the landlord may not refuse consent to the assignment unless, on application under subsection (2), the Board determines that the landlord's grounds for refusing consent are reasonable."
20. Section 159(2) of the Act states "The landlord may apply to the Board, within 15 days after the tenant asks the landlord to consent to the assignment, for a determination of whether the landlord's grounds for refusing consent are reasonable." If the landlord fails to file this application with the Board within the 15-day timeline, it is assumed that the landlord has consented to the assignment.
21. In this specific case, the Tenants have not requested an assignment of tenancy from the Landlord. The Tenants have been attempting to sell their house and they feel that the Landlord's requests are unnecessary. The Tenants have not entered into an agreement of purchase and sale and as such, they have not requested an assignment of tenancy of their lease from the Landlord. Therefore, the Landlord's actions are not hindering the sale of the property.
22. As such, this application is premature and must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

May 8, 2026
Date Issued

Carrie Bertrand
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.