



Order under Section 31 Residential Tenancies Act, 2006

Citation: Ledger v Campers Corner, 2026 ONLTB 36885

Date: 2026-05-07

File Number: LTB-T-076188-25

In the matter of: Lot 42, 136 Cromarty Drive
London ON N6M1H6

Between: Angela Ledger Tenant

And

Campers Corner Landlord

Angela Ledger (the 'Tenant') applied for an order determining that Campers Corner (the 'Landlord') harassed, obstructed, coerced, threatened or interfered with the Tenant.

An Adjudicative Case Conference (ACC) was held by videoconference on May 4, 2026.

The Tenant and the Landlord's agent, Jason Whiting, attended the ACC.

Determinations:

1. The parties agreed that Sabrina Maracke, one of the named Respondent Landlord parties, is an employee of the Landlord and should be removed from the application. The request was granted, and the application is amended accordingly.
2. At the ACC the Landlord's agent raised a preliminary issue and submitted that the subject property is exempt from the Residential Tenancies Act, 2006 (the 'Act') pursuant to section 5(a) which states:

This Act does not apply with respect to,

- (a) living accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel or motor hotel, resort, lodge, tourist camp, cottage or cabin establishment, inn, campground, trailer park, tourist home, bed and breakfast vacation establishment or vacation home
3. As the outcome of the preliminary issues raised by the Landlord would be determinative of whether the Board has jurisdiction to hear the Tenant's application, the parties consented to a hearing on the merits of the Landlord's position.

4. The Landlord provided a copy of their Ontario Mater Business Licence which states the business activity of the licence holder is “campground”. The Landlord’s agent explained that the property is a seasonal recreational campground facility with pull-in gravel pads for campers and some areas for tent camping. The Landlord’s agent further indicated that there is no water or sewer connections available throughout the park from November 1 to March 31. The Landlord’s agent stated that some guests pay a reservation fee to keep their trailers at the park during the winter months, but this arrangement serves solely as storage.
5. The Tenant does not dispute that during the winter months there is no water or sewer connection available. The Tenant further confirmed that her site has no sewer connection available at any time. The Tenant submitted that she had a contract to stay for a full 12-month period and was intending to live in her trailer for the duration. The Tenant stated that the park is open during the winter months and owners are permitted to access their trailers.
6. The Landlord disputes that the Tenant was authorized to stay in the park for 12 months and submitted the Tenant’s reservation details which showed her arrival on May 1, 2025, and a scheduled departure on September 2, 2025.

Analysis

7. In determining whether the exemption applies, I have considered the distinction set out in *Rogers v. Fisherman’s Cove Tent & Trailer Park Ltd.*, [2002] O.J. No. 5942 (Div. Ct.). The Court held that while accommodation “intended to be provided to the travelling or vacationing public” turns on the purpose of the property, the exemption for accommodation “occupied for a seasonal or temporary period” is grounded in the fact of occupation, not the landlord’s intention. Accordingly, the analysis must focus on how the rental unit was actually occupied in practice, rather than how it was characterized or intended by the landlord.
8. The evidence establishes that the subject property operates as a seasonal recreational campground, with pull-in sites for trailers and limited servicing. I accept the Landlord’s evidence that water and sewer services are not available from November 1 to March 31, and that the park is not equipped for full-time residential use during that period.
9. The Tenant acknowledged that no water or sewer services were available during the winter months and that her site did not have a sewer connection at any time. The Landlord’s documentary evidence indicates that the Tenant’s reservation was for a defined period from May 1, 2025 to September 2, 2025.
10. On the totality of the evidence, I find that the Tenant’s occupancy was, in substance, limited to a defined seasonal period and consistent with the use of the property for recreational or temporary purposes. While the Tenant may have intended to remain for a longer duration, the actual circumstances of the occupancy, including the absence of essential services and the time-limited nature of the reservation, support a conclusion that the occupation was seasonal or temporary within the meaning of section 5(a) of the Act.

11. Accordingly, I am satisfied that the exemption applies. The tenancy is not subject to the Residential Tenancies Act, 2006, and the Board does not have jurisdiction to hear the Tenant's application.

It is ordered that:

1. The Tenant's application is dismissed.

May 7, 2026
Date Issued

Melissa Anjema
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.