



Order under Section 31 Residential Tenancies Act, 2006

Citation: Massiah v McKibbin, 2026 ONLTB 37445

Date: 2026-05-13

File Number: LTB-T-002466-22

In the matter of: 28, 33 Pitt Street
Port Burwell ON N0J1T0

Between: Dawn Massiah Tenant

And

Green Acres Mobile Home Park Landlords
1684610 Ontario Ltd.

And

Shirley McKibbin Landlord's Agent

Dawn Massiah (the 'Tenant') applied for an order determining that Green Acres Mobile Home Park, 1684610 Ontario Ltd. (the 'Landlords') and Shirley McKibbin (the Landlord's Agent):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on September 5, 2023, January 28, 2025 and May 6, 2026.

The Tenant, the Landlord's Agent and the Landlords' Legal Representative Joe Hoffer attended all of the hearing dates. On September 5, 2023, the Tenant's Legal Representatives were Rachel Stojni and Shaun Harvey. On January 28, 2025, the Tenant's Legal Representative was Rachel Stojni. The Tenant was self represented on May 6, 2026.

Determinations:

1. This order is meant to be read together with the interim orders issued by me on September 27, 2023, November 1, 2023 and February 5, 2025.

Procedural History

2. This matter began on September 5, 2023. The file was adjourned to consider the Tenant's request for a hearing to be held in the absence of the public. The Tenant withdrew the request and the matter was scheduled to be heard on January 28, 2025.
3. On January 28, 2025, I denied the Tenant's request to amend the application finding there was no reasonable excuse for the significant delay in furnishing the Landlord with dates and details of the allegations contained in the original application filed on January 14, 2022. I also denied the amendment request to include new allegations and issues that arose well after the application was filed, determining the amendment process is not meant to expand the scope of applications to capture new events that are unrelated to the claims originally made.
4. LTB-T-002466-22-IN3, issued on February 5, 2025 contains my reasons for denying the request to amend. This interim order also identifies and confirms the remaining issue to be determined in the application concerns an allegation of substantial interference because of the construction of a deck next to the Tenant's rental lot in the mobile home park.
5. On January 28, 2025, once I determined the request to amend and identified the issue concerning the deck would proceed, the Tenant requested an adjournment to have a previously summonsed witness from the bylaw department attend the hearing. The Landlord consented to the request and the matter was adjourned.
6. The Board scheduled the next hearing date for October 8, 2025. On September 17, 2025, the Tenant submitted a request to reschedule the adjourned hearing because they have been without legal representation since February 2025 and needs additional time to secure a new representative. The Landlord consented to the request and I issued an endorsement on September 24, 2025, granting the Tenant's request to reschedule the hearing.
7. The Board then scheduled the adjourned hearing for May 6, 2026.

Preliminary Issues-May 6, 2026

8. On April 28, 2026, the Tenant submitted a fresh request to amend this T2 application. The request seeks to capture new events and incidents that occurred years after the application was filed and do not relate to the issue to be determined concerning the deck.
9. I explained to the Tenant that I had already denied an amendment request to expand the scope and nature of the application at the last hearing date and gave reasons for this decision in my February 5, 2025 interim order. The Landlord was opposed to the request to amend, submitting it essentially amounts to a brand-new application filed a week before the hearing.
10. I again considered Rule 15.3 of the Board's Rules of Procedure with respect to amendment requests and I adopt my reasons set out in paragraph 13 of my February 5, 2025 interim order:

In my view, applications before the Board are not place holders meant to have their scope expanded through the amendment process. The amendment procedures are

to address defects, errors, omissions, or correct other shortcomings in the application as filed. They are not to add additional claims that were known at the time the application was filed or that occurred sometime afterward while the matter waits to come before the Board.

11. I did not find it fair to the Landlord or in keeping with the intent of the Board's amendment process to grant the Tenant's amendment that would drastically change the scope and nature of the matter, more than four years after it was originally filed. Parties must be able to put themselves in a position to proceed and in my view, this includes a stable target of issues to address.
12. For these reasons, the Tenant's April 28, 2026 request to amend the application was denied. I explained to the Tenant that she was free to file a new application with the Board to address these new issues.

Request to Combine

13. The Tenant requested that this application be combined with Board file LTB-L-097883-25. Having reviewed the two applications, I was not satisfied the issues in the application overlap such that there is a risk of inconsistent findings if the matters are heard separately. The request to combine the files to one hearing was therefore denied.

Adjournment Request

14. After I denied the Tenant's request to amend the application to include several new issues, the Tenant requested an adjournment. She stated she needed legal representation and had prepared for the hearing with the expectation the new issues she wanted to raise would be considered.
15. I asked the Tenant why if she was prepared to proceed in the event I granted her amendment request she was now unable to proceed with the original issue identified in the February 5, 2025 interim order and alleged in the original application. The Tenant explained that she had focused on the new issues and prepared accordingly.
16. The Tenant also explained that she had spoken to several legal representatives but that none would take her case. I noted to the Tenant the matter was already rescheduled at her request for this reason in September 2025. While the Tenant is entitled to representation, this is not an absolute right. The Tenant was afforded an additional eight months between October 2028 and the May 6, 2026 hearing to secure a representative. Since this time was asserted to be insufficient, I was not convinced additional time was likely to lead to the Tenant being able to retain a representative for a future hearing.
17. When I considered the history of the file, the reasons for the request, the unlikelihood that the circumstances would change at another hearing date and the prejudice to the Landlord in having them return before the Board again, I did not grant the adjournment request.
18. However, recognizing the Tenant may need additional time to prepare in light of my procedural determinations to this point, I agreed to the Tenant's request to hold the matter

down for an hour's time so that she could review her documents and evidence related to her allegations concerning the deck.

T2 Application-Deck Construction and Substantial Interference

19. The rental property is a lot in a mobile home park. The Tenant's lot in the park is 28. The Tenant moved to the lot in April 2021.
20. The Tenant testified that her lot is undersized and includes the property in lot 27 where her neighbour's mobile home and the deck in dispute is situated.
21. The Tenant's evidence was the tenant residing at lot 27, Irene Lennox, constructed a deck on lot 27 that does not conform to government rules and regulations, including local bylaw requirements. The Tenant's position was also that the deck itself is situated on her rented property since her lot is incorrectly sized.
22. The Tenant's testimony was she understood the construction of the deck by Irene Lennox was approved for disability reasons. However, the Tenant stated she had never observed Ms. Lennox to exhibit disability related issues.
23. During cross examination, the Tenant acknowledged the mobile homes in both lots 27 and 28 were already present in their locations when she signed her lease. She acknowledged no issues with lot size were raised until the construction of the deck on lot 27 was approved.
24. The Tenant acknowledged there are no ongoing challenges to the lots lines and site delineations with any regulatory body. The Tenant also acknowledged the deck constructed on lot 27 by Ms. Lennox was approved by a building permit issued by the local municipality. The Tenant testified that despite her complaints to the bylaw department concerning the 2021 construction of the deck and the 2021 issuance of the building permit, the bylaw department has refused to act.
25. The Landlord submitted building permits for the mobile home park from 2007 showing the lot lines and delineations at the time lot 27 and 28 were created.
26. Irene Lennox testified that she has suffered from a disability for 22 years. She advised the Landlord of this and requested that she be permitted to build a second deck on lot 27 to accommodate her needs, including a wheelchair ramp she expects to need in the future.
27. The Landlord's Agent Shirley McKibbin confirmed Ms. Lennox requested this permission to construct the deck. The Landlord, recognizing their duty to accommodate Ms. Lennox, advise her that if her plans met the requirement of the local bylaw department, the Landlord was not opposed.
28. Ms. Lennox hired a contractor to design and construct the deck and ramp. During this process it was determined the slope of the property would not accommodate a ramp because the ramp would extend off the lot line and into the street.
29. Ms. Lennox explained that her contractor and the bylaw department advised her that in the absence of wheelchair ramp, a mechanical lift could be installed. Ms. Lennox testified that

at the time of construction, a mechanical lift was not in her budget but that it would be something for the future. She currently uses a walker as a mobility aid.

30. The Landlord submitted a drawing of the deck plan submitted to the Municipality with the permit application. The drawing removes the portion intended as the ramp. The drawing is stamped approved by the Municipality of Bayham on November 18, 2021.
31. The Landlord also submitted a copy of the building permit issued by the Municipality on November 18, 2021 allowing the construction of a deck and ramp on lot 27 at the mobile home park.
32. Construction of the deck was completed in mid December 2021 and it is clear the Tenant and Ms. Lennox have had ongoing issues between them since.

Analysis

33. This is the Tenant's application and it is therefore her burden to prove the allegation that the Landlord substantially interfered with her reasonable enjoyment by permitting Irene Lennox to construct a deck on lot 27.
34. The Tenant has submitted no convincing evidence showing the lot delineations at the mobile home park are in error or that the 2007 building permits were issued in error. There are no ongoing disputed or challenges to the park's layout before any governing body. No person from the bylaw department attended the hearing to testify of any anomalies or errors in the lot sizes, the deck construction or the issuance of the building permit. As such, I am not convinced the Tenant has come close to showing that Ms. Lennox's deck has been unlawfully constructed or that it is on her rented lot.
35. Irene Lennox sought an accommodation from the Landlord. The Landlord acquiesced to the request so long as the bylaw department approved Ms. Lennox's plans.
36. Ms. Lennox applied for a building permit for the deck. The Municipality approved the permit. The deck was built. The Tenant challenged the building permit without success. The building permit has not been rescinded as of the May 6, 2026 hearing, four years after it was issued.
37. The deck was constructed and exists with lawful authority. There is not basis in the face of standing permits, for me to look behind the issuance of Municipal building permits and determine they should not have been issued or that despite their issuance, an approved structure should be ordered removed.
38. Given the reasons for the deck relate to accommodation of Ms. Lennox's disability, present or future, and the lawful authority given by the Municipality to construct the deck, I am not satisfied the Tenant has established the presence of the deck itself rises to the level of substantial interference on the part of the Landlord.
39. While there is no doubt the Tenant and Ms. Lennox dislike each other, their conduct stemming from this dislike is not in my view, a basis to target the presence of the lawfully constructed deck. By way of analogy, if parties harass each other in a driveway, the Board does not order the driveway be ripped out.

40. As stated earlier, the Tenant is free to file a new T2 application clearly identifying events and incidents she wishes to raise with respect to this tenancy. However, for the reasons provided here, this T2 application filed by the Tenant is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 13, 2026
Date Issued

John Cashmore
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.