



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Gadway v 7431750 Manitoba Ltd., 2026 ONLTB 45680

Date: 2026-06-11

File Numbers: LTB-T-020382-22-AM-RV
LTB-T-020430-22-AM-RV
LTB-T-020438-22-AM-RV
LTB-T-020440-22-AM-RV
LTB-T-020444-22-AM-RV
LTB-T-020449-22-AM-RV

In the matter of: Cottages 1,2,3,5,8 and 12
Silver Wolf Resort
Kenora Ontario P0X1S0

Between:	Kevin Gadway Isabel Betz Leslie Frye Hilde Harzan Thomas Lepp Michelle Lepp Robert Filiatrault Susan Filiatrault (See Schedule A)	Tenants
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And

7431750 Manitoba Ltd. 10120886 Manitoba Ltd. o/a Silver Wolf Resort	Current Landlords
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964017 Ontario Inc.	Previous Landlord
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Review Order

Kevin Gadway ('KG'), Isabel Betz ('IB'), Leslie Frye ('LF'), Hilde Harzan ('HH'), Thomas Lepp ('TL'), Michelle Lepp ('ML'), Robert Filiatrault ('RF') and Susan Filiatrault ('SF') (together, the 'Tenants') applied by way of six separate applications (see Schedule A) for orders determining that 7431750 Manitoba Ltd. ('743') and 10120886 Manitoba Ltd. o/a Silver Wolf Resort ('101') (together the 'Current Landlords') and 964017 Ontario Inc. (the 'Previous Landlord'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenants replacement keys.

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- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

These applications were resolved by order LTB-T-020382-22/ LTB-T-020430-22/LTB-T-020438-22-/LTB-T-020440-22/LTB-T-020444-22/LTB-T-020449-22 issued on December 3, 2025, amended December 8, 2025.

On December 24, 2025, the Current Landlords requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The order under review finds that the Current Landlords illegally locked the Tenants out of the rental units (lots upon which their cabins are located) and substantially interfered with the Tenants' enjoyment of the premises. The order directs the Current Landlords to pay \$17,500.00 in general damages to each of the Tenants.
2. The Current Landlords submit that the core issue in these applications arises from the Tenants' position that they should receive monetary compensation effectively reflecting the value of the cabins, which they own, whereas the Current Landlords do not wish to purchase the cabins and anticipate that any continued operation of the resort will require extensive renovation or reconstruction of the cabin structures. This may be how the Current Landlords view the dispute between the parties, but the applications do not claim the value of the cabins themselves and do not seek an order requiring the Current Landlords (or anyone) to purchase the cabins. The applications claim that the Current Landlords illegally locked the Tenants out and substantially interfered with their enjoyment of the premises.
3. The Current Landlords submit that the order expressly left open the possibility of future damages related to the loss of value of the cabins and that this approach fails to resolve the parties' dispute regarding cabin value. They submit that the order fails to bring finality to this matter. At paragraph 42 of the order, the Member notes that because the order recognizes the Tenants' rights to continue occupying the lots on past terms, they have not lost the present value of the cabins. This paragraph goes on to note that the Tenants' decisions going forward may dictate the nature and extent of any such loss. This is because the Tenants have not had use of their cabins for some time. Some of the Tenants may decide to start using their cabins again and if they do, there may be further allegations that the conduct of the Current Landlords has reduced the value of the cabins. These issues may or may not arise in the future and so it would have been inappropriate for the Member to determine them in the order under review. I note that the Member did finally determine the issues raised in the application.

4. The Current Landlords submit that the Member did not fully address their argument that the long-standing lease language governing the removal of cabins and reversion of “goods and chattels” upon non-renewal is consistent with settled law on fixtures and with the *Residential Tenancies Act, 2006* (the ‘Act’). At paragraph 28 the Member determines that the provisions in the lease that give the Landlords the right to convert or dispose of the Tenant’s property where the Tenant has vacated to be void because they conflict with section 162 of the Act. Although the Current Landlords submit that this language in the leases is consistent with the Act they do not say why this is so in the face of the Member’s determination to the contrary. The review request makes no comment on s. 162 of the Act, which provides that a landlord may take possession of a mobile home (or fixed structure) under certain conditions, which mainly include termination of the tenancy by notice, agreement, or order (the only other condition is that the landlord file an application under s.79 of the Act, which has not happened here). The only reason to refer to the law of fixtures or any other case law would be to fill in any gaps in s.162 or interpret s.162 of the Act. The Landlord does not submit that this caselaw is necessary for either of these purposes. Given s.3 of the Act, which provides that the Act applies despite any agreement or waiver to the contrary, s.162 of the Act applies and the provisions of the lease that are contrary to it are void. For the reasons above, I am not satisfied that the Member erred in the way alleged by the Current Landlords.
5. The Current Landlords submit that the order effectively forces a compelled purchase of fixtures that the Current Landlords do not wish to acquire. I disagree. The order finds that the Current Landlords illegally locked the Tenants out of their cabins and substantially interfered with the Tenants’ reasonable enjoyment of the property and orders the Current Landlords to pay general damages as a remedy for those breaches of the Act. The order does not result in the Current Landlords purchasing anything from the Tenants. The Tenants still own their cabins.
6. The Current Landlords submit that the quantum of general damages awarded to each Tenant is unreasonable. They submit that the methodology that was used for assessing the quantum is flawed because it refers to the differential between the last lawfully charged rent in 2021 and a new rate proposed by the Current Landlords in a letter dated February 1, 2022. They also submit that the reasoning for this methodology is internally inconsistent. The Current Landlords also submit that the Tenants did not suggest this methodology and the Current Landlords were not given an opportunity to give submissions about it. The Current Landlords further submit that the amount awarded is punitive not compensatory, fails to recognize that the property was subject to legal restrictions for part of the relevant time, fails to recognize that this matter was ongoing for several years at the LTB, and that the reasoning justifying general damages includes lost items of sentimental value.
7. I am not satisfied that the quantum of general damages awarded is unreasonable. The Member gave very detailed and cogent reasons, which are well grounded in the evidence, for the amount ordered.

8. The methodology adopted by the Member as shown at paragraph 48 is sensible and, contrary to the submissions of the Current Landlords, internally consistent. The amount of rent last legally charged to the Tenants was based on the rental of just the sites; the amount that the Current Landlords sought from the Tenants in the letter of February 1, 2022 was for the sites and the cabins. When the Member was assessing the quantum of damages appropriate for the Tenants' loss of use of their cabins, the amount that the Current Landlords estimated to be a reasonable charge for the use of those cabins was a sensible reference point.
9. I am also not satisfied that the Member denied the Current Landlords procedural fairness by not giving them an opportunity to make submissions on this methodology. The evidence that supports this methodology was available to both parties. The Current Landlords knew the amount claimed for damages and the order does not require them to pay more than the amount claimed. The Current Landlords had an opportunity to make submissions about general damages. The methodology at paragraph 48 is within the realm of what was before the parties respecting remedies.
10. Further, the methodology at paragraph 48 is only part of the reason for the quantum of damages ordered. Paragraph 49 gives detailed reasons for the quantum of damages that are in addition to the methodology set out at paragraph 48. The order notes at paragraph 50 that the factors considered at paragraph 49 support the full quantum requested by the Tenants independently of the reasons set out in paragraph 48.
11. The damage award in this case is not punitive. The reasons given for the quantum of the damages focus on compensating the Tenants for the results of the Current Landlords' actions. For example, paragraph 46 states that the Tenants are entitled to compensation for the loss of use of their cabins since 2021. The quantum of damages is supported amply by paragraphs 48 and 49, especially in 49(a), which finds that the failure of the Current Landlords to acknowledge and respect the Tenants' ownership of the cabins has effected significant trauma on the Tenants.
12. The order acknowledges that the property upon which the rental units and cabins sit was closed by the Ministry of the Environment, Conservation and Parks from early May 2022 to mid June 2023. This means that even if the Current Landlords had allowed the Tenants to reside in the cabins during the material time the Tenants would not have been able to do so for a year. This fact does not change that the Current Landlords had denied the Tenants' valid claims to ownership of the cabins. In any event, the Tenants were put out of possession of their cabins since spring of 2022 and as of the date of the hearing they were still out of possession. Even accounting for the year that the property was shut down, the Tenants had been put out of possession of their cabins since the summer of 2023. That is a significant amount of time. That this matter was in litigation at the LTB for that entire time does not affect that the Tenants did not have use of their cabins for that time. The LTB's interim orders did not require that the Current Landlords put the Tenants back in possession but they also did not prevent the Current Landlords from doing so.

The Current Landlords' decision to take the position that the Act did not apply and that they owned the cabins resulted in depriving the Tenants of the use of their cabins for several years. It is not disproportionate, punitive, or unfair to require the Current Landlords to compensate the Tenants for the effects of the Current Landlords' breaches of the Act.

13. With respect to compensation for the loss of items of sentimental value, that the Member considered this in the assessment of general damages is not a serious error. It is not an error of law or otherwise improper or inappropriate to award general damages based on a loss of items of sentimental value. Such a loss gives rise to the kind of distress that general damages are meant to remedy. At paragraph 49(c) of the order the Member notes that these losses contributed to the Tenants' frustration and anger. In any event, even this was an error, it was not a serious error. The quantum of damages is amply justified by the rest of the reasons given for it.
14. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-T-020382-22/ LTB-T-020430-22/LTB-T-020438-22/LTB-T-020440-22/LTB-T-020444-22/LTB-T-020449-22 issued on December 3, 2025, amended December 8, 2025 is denied. The order, as amended, is confirmed and remains unchanged.

June 11, 2026
Date Issued

Renée Lang
Vice Chair, 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.

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Schedule A

File Number	Tenant Name	Unit/Cabin Number
LTB-T-020382-22	Kevin Gadway ('KG')	Unit 1
LTB-T-020430-22	Thomas Lepp ('TL') Michele Lepp ('ML')	Unit 8
LTB-T-020438-22	Isabel Betz ('IB')	Unit 2
LTB-T-020440-22	Robert Filiatrault ('RF') Susan Filiatrault ('SF')	Unit 12
LTB-T-020444-22	Leslie Frye ('LF')	Unit 3
LTB-T-020449-22	Hilde Harzan ('HH')	Unit 5