



Order under Section 69 Residential Tenancies Act, 2006

Citation: Shaw v Simpson, 2026 ONLTB 47787

Date: 2026-06-18

File Number: LTB-L-044607-24

In the matter of: 11, 3303 County Road 32 RR1
Seeleys Bay ON K0H2N0

Between: Greg Shaw Landlord

And

Burt Simpson Tenant

Greg Shaw (the 'Landlord') applied for an order to terminate the tenancy and evict Burt Simpson (the 'Tenant') because:

- the Landlord requires possession of the rental unit in order to demolish the unit.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 16, 2026.

The Landlord attended the hearing.

The Tenant's Legal Representative, Linda Tranter and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative asserts the Landlord's application should be dismissed as the required three months compensation was not paid to the Tenant as required under section 52(1).
2. She asserts if this was application was about the demolition of a lot in the mobile home park, then the required compensation would be a one-year compensation under section 164. She states the Tenant is not claiming this to be the case as the demolition is regarding the demolition of the mobile home the Landlord owns.

3. She asserts section 52((1), which refers to a residential complex in which a rental unit is located and contains at least five residential units applies to this application. She also relies on section 2(1) where the definition of a residential complex includes a mobile home park or land leased community.
4. There was no dispute the Landlord paid the Tenant, one month's compensation prior to the termination date.
5. There was no dispute the Landlord owns the mobile home and owns the mobile home park, which has more than 5 residential units. There are 33 residential units in the mobile home park.
6. The Landlord asserts that under section 2(1) of the Act, the definition of mobile home park means the land in which one or more occupied mobile homes are located and includes the rental unit and the land, structures, services and facilities of which the landlord retains possession and that are intended for the common use and enjoyment of the tenants.
7. The Landlord states the definition of residential complex includes mobile home parks but if you look under the definition of mobile home park it clearly states rental units that the Landlord retains possession of.
8. He asserts a rental unit means any living accommodation used or intended to be used as rented residential premises. The Landlord states he rents land and does not own any other mobile home in the park being used for the purpose of renting. He states he owns one other mobile home that was bought for the purpose of renovating it is for sale.

Analysis:

9. Section 50(1) of the Act states a landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit to;
 - a) demolish it;
 - b) convert it to use for a purpose other than residential premises; or
 - c) do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.
10. This application is not being brought under section 50 to demolish the entire mobile home park, but rather to demolish the mobile home that is owned by the Landlord that the Tenant rents from the Landlord.
11. Section 164 (2) of the Act states if a notice of termination is given under section 50 with respect to a tenancy agreement between the landlord and a **tenant who owns a mobile home** and the tenant is entitled to compensation under section 52, 54 or 55, the amount of compensation shall, despite those sections, be equal to the lesser of the following amounts.
 - a) One year's rent
 - b) Three Thousand Dollars or the prescribed amount, whichever is greater

12. Section 164 (2) does not apply in this circumstance as the Tenant does not own the mobile home, as the mobile home is owned by the Landlord.
13. Section 52 (1) of the Act requires a landlord to compensate a tenant in an amount equal to three months rent. Section 55 (1) of the Act requires this compensation to be paid no later than on the termination date specified in the notice of termination of the tenancy.
14. Section 52 (1) of the Act states the following:

A Landlord shall compensate a tenant in an amount equal to three months rent of offer the tenant another rental unit acceptable to the Tenant if:

 - a) the tenant receives notice of termination of the tenancy for the purposes of demolition or conversion to non-residential use;
 - b) the residential complex in which the rental unit is located contains at least five residential units; and
 - c) in the case of a demolition, it was not ordered to be carried out under the authority of any other Act.
15. Sec 2(1) of the Act defines the residential complex to include a mobile home park or land leased community.
16. Sec 2(1) of the Act defines the residential unit to include a site for a mobile home on which there is a land lease home use or intended for use as a residential premises.
17. Sec 2(1) of the Act defines the rental unit to include a site for a mobile home or site on which there is a land leased home used or intended for use as a rented residential premises.
18. Section 52(1) of the Act does not refer to a rental unit and references a residential complex and residential units.
19. Where a tenant owns the mobile home and is leasing the land from the Landlord, the rental unit would be considered the site where the mobile home sits on, not the mobile home itself as that is not owned by the landlord.
20. In this case there are 33 residential units in the residential complex that are owned by the Landlord.
21. I find that since the Landlord owns the residential complex which consists of 33 residential units, the Landlord was required to pay three months compensation under section 52(1).

Return of the One Month's Rent Compensation

22. Pursuant to s. 73.1(1) of the Act, the Landlord is entitled to a return of the one month's rent compensation of \$406.15 that was paid to the Tenant on June 14, 2024.

It is ordered that:

1. The Landlord's application is dismissed, without prejudice.
2. The Tenant shall pay to the Landlord \$406.15 on or before July 2, 2026, representing a return of the one month's rent compensation the Landlord paid to the Tenant.
3. If the Tenant does not pay the Landlord the full amount owing on or before July 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 3, 2026, at 4.00% annually on the balance outstanding.

June 18, 2026

Date Issued

Trish Carson

Member, 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.