Rachelle Berube <rachelle@landlordrescue.ca>

Rent Refunds for All Residents of Lac Gerard.

1 message

Rachelle Berube <rachelle@landlordrescue.ca> Thu, Sep 3, 2026 at 5:17 PM
To: Stephen Wagler <lgclease@gmail.com>

Dear Stephen and Marlene,

Please find attached the request for refund for all residents of Lac Gerard.

My understanding is that you have not refunded Tammy Beauln when she requested her refund. Hopefully as of this writing you will have changed your mind.

Cheers,

Rachelle Berube

P.S. I would much rather amend my application to ask for damages and administrative fines, but I'm giving you another chance to do the right thing.

Refund Request to Lac Gerard Campgrounds.docx
20K

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Toronto, ON M1J 3G6
416-880-4126
rachelle@landlordrescue.ca

Marlene and Stephen Wagler,
522391 Conc 12 NDR, RR 3
Elmwood, ON N0G 1S0
(226) 622-1474
lgclease@gmail.com

September 3, 2026

Dear Marlene and Stephen Wagler,

I'm writing to you on behalf of all the cottage residents of 1104-1199 Fantham Road, Fauquier, ON also known as the Lac Gerard Campground.

July 29th 2026 there was a hearing LTB-T-051018-26 at the Landlord and Tenant Board, and the adjudicator made several findings of fact.

1. Based on the evidence before me, I am satisfied on a balance of probabilities that the exemption contained in section 5(a) of the Residential Tenancies Act, 2006 (the 'Act') does not apply to this rental unit. Therefore, the Act applies this rental unit.

2. Section 2(1) of the RTA defines a "land lease community" as the land on which one or more occupied land lease homes are situate and includes the rental units 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 of the landlord. In this case, the Landlord retains the roads, entranceway and common elements at the campground and as above the Applicants are responsible for the residence and all related obligations.

3. The Applicant's residence is therefore a residential rental unit located in a land lease community and is governed by the Act unless it is subject to an exemption.

4. The Applicants entered into a contract with the prior owner that permits a year-round, permanent home and have continued to utilize the Lot, their residence and campground in that fashion. **The Respondents are not permitted to unilaterally change the terms of the contract to convert the contract to a seasonal campground or restrict the Applicant's right to use their Lot, at any time of the year simply because they did not complete their due diligence when they**

> **purchased the campsite or because they do not agree with the arrangement**. Therefore, I must find section 5(a) does not apply in this case.

When you purchased the campground, you immediately raised the rent on all cottage lots by $350. You also collected an additional $200 per cottage owner for road maintenance. You are not entitled to those funds.

I request that you return those funds to each resident.

The Landlord and Tenant Board adjudicators are able to order costs, general damages, and administrative fines.

All of us who have cottage homes are entitled to peaceful enjoyment, so we can come and go as we always have and enjoy ourselves, relax, fish, boat, walk around, talk to neighbors and friends.

The last thing we should have to deal with is the Owner overcharging us, trying to circumvent the Residential Tenancies Act, and after the court has made a very clear ruling, retaining the monies that they are simply not entitled to. It is ridiculous to force all of us to go to the Landlord and Tenant Board individually.

I am giving you an opportunity to do the right thing and return all the resident's funds (many of whom are vulnerable seniors) now that you have possession of a Judge's Order that we are not exempt from the RTA. The rent increase was illegal and needs to be returned.

The rents are as follows, $750 for road lots, $800 for waterfront lots and any excess needs to be returned to the sender.

When cottages are purchased, you are entitled to raise the rent $50 upon assignment. As a landlord you are never permitted to charge double rents.

The Landlord and Tenant Board does not appreciate having its resources wasted. In a case this year, the LTB fined Equity Builders $525,000 or $35,000.00 for 15 units because the landlord showed blatant disregard for the RTA.

> **An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future**. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.

My understanding is there are currently 23 applications filed against you at the LTB at this time and all for indefensible breaches of the RTA.

I do not find it credible that you did not know the RTA applied to the Lac Gerard land lease community. The evidence is the addition of "Seasonal" to the lot lease agreement at time of purchase. That simple change shows intent to circumvent the Act from the beginning of your ownership.

I, myself have emailed you multiple times, citing the sections of law, only to be ignored.

I'm giving you until September 11th 2026 next week to return all the illegal rent increases you collected to all the residents, failing which I shall work on giving every resident going to the LTB with you instructions on how to amend their applications and pleadings for general damages, and asking for administrative fines.

The saddest thing of all this is that you only paid $400,000 for this property, in 6 years with the existing rents, you would have every cent back. There is absolutely no excuse for what you are doing, except for your lack of regard for the law, lack of respect for your tenants, and complete ignorance of basic business principles. It's all so completely unnecessary.

Many Thanks,

Rachelle Berube

Refunds owed to myself are as follows please send to rachelle@landlordrescue.ca

1104 Fantham Road	$550
1106 Fantham Road	$350
1128 Fantham Road	$350

The refunds owed to Lee-Anne Tanguay are as follows please send to L_tanguay@live.ca

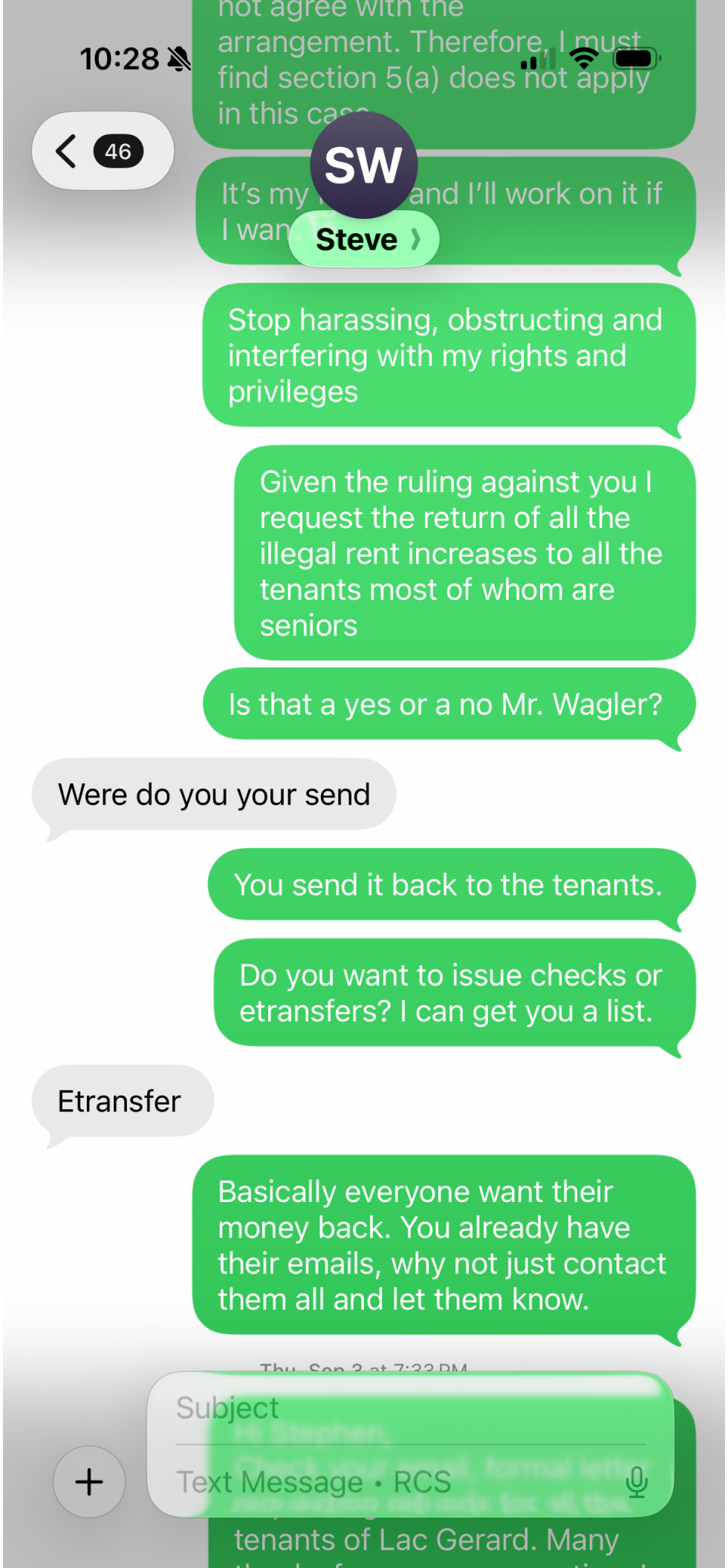
1193 Fantham Road	$550
1189 Fantham Road	$350
1191 Fantham Road	$350

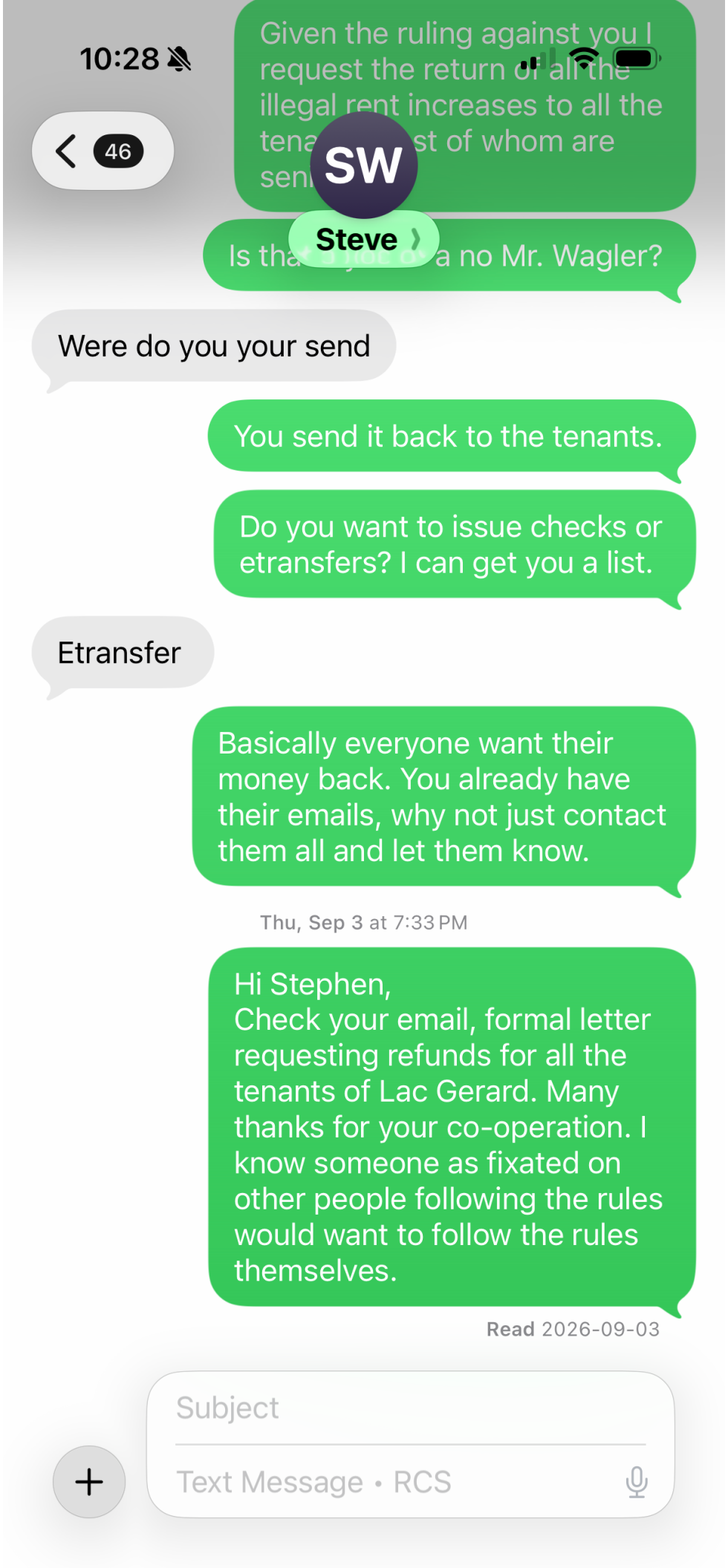
The refund owed to Sarah & Yves Doucette are as follow lady_of_halo@hotmail.com

1130 Fantham Road	$550

You also owe me $48 for 6 application fees = $288 I haven't gotten around to filing for 1130 Fantham Road yet, so there is no application fee.

10:27
46
SW
Steve
LTB-T-051018-26 Order - Aug 20 26.pdf
PDF Document · 181 KB
The Applicants entered into a contract with the prior owner that permits a year-round, permanent home and have continued to utilize the Lot and campground in that fashion. The Respondent's are not permitted to unilaterally change the terms of the contract to convert the contract to a seasonal campground or restrict the Applicant's right to use their Lot at any time of the year simply because they did not complete their due diligence when they purchased the campsite or because they do not agree with the arrangement. Therefore, I must find section 5(a) does not apply in this case.
It's my house and I'll work on it if I want to.
Subject
Text Message • RCS


10:28
not agree with the arrangement. Therefore, I must find section 5(a) does not apply in this case
46
SW
It's my and I'll work on it if I wan
Steve
Stop harassing, obstructing and interfering with my rights and privileges
Given the ruling against you I request the return of all the illegal rent increases to all the tenants most of whom are seniors
Is that a yes or a no Mr. Wagler?
Were do you your send
You send it back to the tenants.
Do you want to issue checks or etransfers? I can get you a list.
Etransfer
Basically everyone want their money back. You already have their emails, why not just contact them all and let them know.
Subject
Text Message • RCS
tenants of Lac Gerard. Many


10:28
46
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Steve
Is tha a no Mr. Wagler?
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Do you want to issue checks or etransfers? I can get you a list.
Etransfer
Basically everyone want their money back. You already have their emails, why not just contact them all and let them know.
Thu, Sep 3 at 7:33 PM
Hi Stephen,
Check your email, formal letter requesting refunds for all the tenants of Lac Gerard. Many thanks for your co-operation. I know someone as fixated on other people following the rules would want to follow the rules themselves.
Read 2026-09-03
Subject
Text Message • RCS