Order under Section 9(2)
Residential Tenancies Act, 2006

File Number: LTB-T-051018-26

In the matter of: 1179 Fantham Road
Fauquier ON P0L1G0

Between:

Tammy Beaulne Benoit Parent		Applicants
And		
Stephen Wagler Marlene Wagler		Respondents

I hereby certify this is a true copy of an Order dated
AUG 20, 2026
Angela Smith
Landlord and Tenant Board

Tammy Beaulne and Benoit Parent (the 'Applicants') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies.

This application was heard by videoconference on July 29, 2026.

The Respondent, Stephen Wagler ('SW') and the Applicants attended the hearing.

SW advised that the Respondent, Marlene Wagler would not be in attendance at the hearing and had the authority to speak on her behalf.

Determinations:

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.

Background

2. The Respondent operates a business which is identified as a "campground" and is known as Lac Gerard Campground, I will refer to it as the "campground." It was undisputed that roughly 43 of the lots have permanent residential/seasonal buildings and the tenants lease the lot and own the structure on the lot.

3. As of the hearing, the campground is open year-round. The campground does not close, meaning the front gate is not locked, and the roads leading to the lots/sites continue to be plowed in the winter months.

4. The Applicant's residence is a lakefront single storey home built in 1987. The residence is a permanent structure containing a kitchen, dining room, living room, washroom and 2 bedrooms.

5. Section 2(1) of the Act defines a “land lease home” as “a dwelling other than a mobile home, that is a permanent structure where the owner of the dwelling leases the land used or intended for use as the site for the dwelling.” The Applicants residence clearly meets this definition as it is immovable and a permanent structure. Further, the Applicant is responsible for the maintenance, upkeep, utilities and taxes of the residence.

6. 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.

7. 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.

8. The Applicant, Tammy Beauline (‘TB’) stated she purchased her residence in August 2020 when the campsite was operated by a different owner. TB further stated that her residence, and many of the other lots are not movable and are self-sufficient, with respect to utilities, water and sewage. TB does own a separate residence and attends her the campsite one or two times a month for extended periods.

9. The Respondents purchased the campsite on June 1, 2026 from the previous owner who provided the contracts for the campsite.

What are the terms of the rental contracts?

10. The Applicant’s Lot is rented under an annual contract. The contract allows the Applicant to maintain their residence on a site and in certain circumstances live in it throughout the year.

11. It is common for renters to renew their site rental contracts annually for extended periods. The Applicants and many other residents of the campground are able to extend their contracts annually for extended periods, maintaining their lots for many years, and living in them for 12-months of each year.

12. The Applicant signed the Respondent’s standard rental contract, which included a Schedule A, B & C. Nowhere within the contract or the attached Schedules does it mention any period of time the campsite is closed. There are no restrictions regarding use or occupation during the 12-month of the contract.

13. The 2026 Agreement sent to all of the residents stated at paragraph 3:

> The duration of this Lease shall be for a fixed term, commencing at 12:00 PM on the 1st day of June, 2026 and terminating at 4:00 PM on the 31st day of May, 2027 (12 months). Should Tenant not wish to renew this Lease, Tenant must provide Landlord with 30 days

written notice in advance of the expiry of this Lease of Tenant's intention to renew. Any renewal is subject to the parties executing in writing a Renewal Agreement.

14. The Applicants' understanding of the contract was they would have use and occupation year-round. TB testified that she has abided by the contract and stated she used the campground without issue year-round, inclusive of winter months. It was undisputed that TB utilized the campsite and her Lot with family and friends for a New Years celebration.

15. The Respondent stated that his understanding of the contract was, the contract states "seasonal" and "recreational" throughout the contract. Therefore, the residents use of the campsite is seasonal. He also noted that the contract is not an Ontario Standard Lease.

16. On cross examination, the Respondent stated this season he would be placing a sign at the front of the campground to notify the residents that the campsite would be closing during the winter, although he did not have a specific period of time it would be closed. Further, he acknowledged that presently he does not have approval by the city for the campsite to be a "seasonal" campground. He stated his property manager is presently investigating the seasonal designation for the campsite.

17. I am satisfied that the agreement between the parties is not seasonal and does not have any period or season the campground is closed or inaccessible, and the residence and lots are available and accessible for residential use from June 1 through to March 31 annually as outlined in the contract.

18. The rental contracts do not require the renters maintain a permanent residence elsewhere. There is no mention that renters are required to provide the address of a primary address or permanent residence. In practice and as the Applicant testified to, the renters could and do provide the address of their lot as their primary residence.

Is Lot 1179 exempt from the Act?

19. Section 5(a) of the Act provides that, even if a unit is a residential rental unit, the Act does not apply to:

> 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.

20. In *Matthews v. Algoma Timberlakes Corporation*, 2010 ONCA 468, the Ontario Court of Appeal found that certain recreational cabins were governed by the Act. The cabins in *Matthews* were not seasonal rentals because they could be used at all times of the year. The landlord had never restricted access, seasonally or otherwise. The Court made the following observations:

> [25] In this case, the undisputed facts demonstrate that the premises constituted "living accommodation". The lessees' families lived in the cottages. All the cottages contained sleeping and living quarters as well as kitchen facilities. All were equipped with outhouses

> approved by the public health authority. Families attended at these cottages for varying periods of time at different times of the year. During their stays, the lessees carried on the normal activities of persons living in accommodation. In these circumstances, it seems the cottages unequivocally satisfy the first requirement of being "living accommodation". [26] In my view, the second requirement, that the premises be used or intended for use as "rented residential premises", is also satisfied. Certainly, the lessees paid rent to "occupy" the land upon which they constructed their cottages. Thus, they were "rented" premises. In addition, in my view, the premises were clearly "residential" as that term is used in the Act. . .

21. The Divisional Court recently considered facts that I find distinguishable to the facts of this case. In *Brooks et al v. Hogan* et al, 2026 ONSC 1423, the appellants had rented a campground site for several years. They owned a cottage on the site, which they had purchased from a third party. The campground was open from mid-May to mid-October, and provided hydro, water, and sewage services during that period. The rest of the year, utilities were not provided and overnight stays were not permitted. The rentals were intended to be continually renewed over a long period of time.

22. The Court upheld the Board's finding that the appellant's rentals were "seasonal," and that the section 5(a) exemption applied. There was no year-round accommodation and the campground only provided utilities during its open season, and prohibited overnight stays outside that season.

23. The recent decision in *Larabie v. Crickard, 2026* ONSC 1655 found the significant financial obligations required to establish and maintain the cottage accommodations, which continue throughout the year were inconsistent with transient occupancy contemplated by the exemption in s.5(a) of the Act. Rather, the were found to be consistent with ongoing residential use within the purview of the Act, consistent with the reasoning of the Court of Appeal in *Matthews*, at paras. 23-29.

24. The material facts of the present case are very similar to those in *Larabie* and consistent with *Matthews* and therefore must be applied to this matter. The Applicants' rental agreements allow them to maintain their lots on the rented premises throughout the year, and the Respondents have placed no seasonal restrictions on the renters. In addition, there are no periods of time where services and utilities are not provided or where residence is not permitted and, the Applicants' have assumed significant financial obligations for their Lot and residence. The reality is that the Applicants have continued to have year-round access to the campsite without restriction in practice and via the contract. This tenancy therefore is not exempt pursuant to section 5(a) and is governed by the Act.

25. 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 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 is ordered that:

1. The *Residential Tenancies Act, 2006* applies to this rental unit.

August 20, 2026
Date Issued

Angela Smith
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.