CITATION: Larabie v. Crickard, 2026 ONSC 1655
COURT FILE NO.: CV-22-00000132-0000
DATE: 2026-03-18

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
	)	
LYNN LARABIE as executrix of the Last Wills and Testaments of Irene Cecile Larabie and Armand Jean Larabie, deceased, carrying on business as Remi Lake Holiday Bay	)	Jeremy Wainwright, for the Applicants
Applicants	)	
– and –	)	
CHERYL CRICKARD and LUC BELLEMARE	)	Self-Represented
Respondents	)	
	)	**HEARD:** August 7, 2025

REASONS FOR DECISION

CULLIN J.

Overview

[1] This matter appears before me to address the issue of whether the rental contract at the center of this application is subject to the *Residential Tenancies Act, 2006*, S.O. 2006 c.17 ("*RTA*") or the *Commercial Tenancies Act*, R.S.O. 1990, c.L-7 ("*CTA*"). The applicant argues that it is not subject to the *RTA* and seeks a declaration to that effect. If the applicant is correct, then this Court has the jurisdiction to address the remaining issues in this application.

[2] The respondent argues that the parties' rental contract is subject to the *RTA* and opposes the relief requested by the applicant. If the respondent is correct, then this matter must be remitted to the Landlord and Tenant Board.

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Factual Overview

The Evidence

[3] The evidence before the Court consists of affidavits from the applicant and the respondents, and transcripts of cross-examinations on those affidavits. There was an issue about the admissibility of an affidavit filed by the respondents following cross-examinations, which will be addressed in my reasons below.

[4] In these reasons, evidence and disputed positions have been particularized as necessary to ensure a complete narrative. Although these reasons do not contain a comprehensive recitation of the evidence, in making factual findings and deciding the issue in dispute, all relevant admissible evidence was considered and weighed.

[5] Where emails and documents have been quoted, they have been quoted verbatim.

The Purchase of the Cottage

[6] The applicant is the owner and operator of Remi Lake Holiday Bay ("Remi Lake") in the Township of Moonbeam. She owns and operates Remi Lake as estate trustee for her deceased parents, who were the longtime owners of Remi Lake. Both the applicant and her brother have an interest in the estate. Remi Lake has been operating for approximately 45 years.

[7] On May 29, 2021, the respondents signed a "Bill of Sale without warranty" for a cottage located on Lot 46 at Remi Lake ("the Cottage"). The respondents purchased the Cottage from Armande Bernard. Ms. Bernard owned the Cottage independently. She rented the lot on which it was situated from Remi Lake.

[8] The applicant was aware that the Cottage was being sold to the respondents, and she approved the sale.

The Lot Rental

[9] On May 25, 2021, prior to the purchase of the Cottage, the respondents entered into an agreement entitled, "Seasonal Contract (LOC) & Appendix A" with the applicant to rent Lot 46 at Remi Lake ("the Contract").

[10] On or about May 27, 2021, the respondents received an undated invoice from Remi Lake seeking payment in the total amount of $4,827.50 for the following:

a. A balance owing for lot rent for 2021 in the amount of $500. It was identified as a rent increase following the change in ownership of the Cottage;

b. A one-time park selling fee in the amount of $750;

c. HST on the above in the amount of $167.50; and,

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d. Lot 46 seasonal rent for 2022 in the amount of $3,415, which was summarized in a separate invoice as:

   i. 2022 lot rent of $2,140;

   ii. 2022 municipal tax admin fee of $50;

   iii. 2022 water of $265;

   iv. Potable water purification and Testmark lab testing of $75; and,

   v. 2022 estimated municipal tax of $556.

[11] The invoice noted that lot rent had been paid by Armande Bernard for 2021, and that the sums invoiced were over and above what she had paid.

[12] The respondents paid the amount invoiced in two installments on May 29, 2021 ($2500) and May 31, 2021 ($2,327.50).

[13] On June 22, 2021, the respondents received the following message regarding the payment made on May 31, 2021:

> Hi CHERYL CRICKARD,
>
> ESTATE OF IRENE CECILE LARABIE has sent you $915.00 (CAD) and the money has been automatically deposited into your bank account at Scotiabank.
>
> Message: Balance of 2021 Lot 46 rent of $500. + $750 selling fee to park + HST (162.50)= $1,412.50. $2,327.50-$1,412.50 = $915.00 refund. $2,500. e-transfer declined as Lot 46 is not available for 2022. Please have your lawyer contact me directly at remilakeholidaybay@gmail.com. Office is closed for the season 2nd to Covid. Mme Bernard is not involved.

[14] On June 29, 2021, the respondents received a message that the applicant had not deposited the sum of $2,500 remitted by them on May 29, 2021.

The Lot Rental Contract

[15] The Contract consists of the: 2021 registration form and seasonal contract; 2021 rules and regulations for private cabin owners; 2021 guidelines for private cabin sales; 2021 South Porcupine Health Unit contact information; 2021 newsletter and park rules; and, a general list of park rules.

[16] The Contract was prepared by or on behalf of the applicant and presented to the respondents for signature. The respondents had no role in drafting the Contract. The Contract is a

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"hybrid" document that includes terms pertaining both to portable trailers and to fixed private cabins located at Remi Lake.

[17] For the purpose of determining the issue before me, the following terms are relevant:

a. In the 2021 registration form and seasonal contract:

Paragraph 11: MANAGEMENT MUST BE NOTIFIED OF THE SELLING OF ANY Trailer or Cabin on site BEFORE it is advertised for sale. Trailers sold within the park and remaining on RLHB property will be charged a fee of $350.00. Cabins sold within the park will be charged a fee of $750.00. RLHB reserves the right to not accept the new owner as an occupant.

Paragraph 12: Please note: All trailers and structures currently at RLHB, including those that are non-compliant, will be allowed to remain. However, if a camper permanently leaves their Site, all trailers and structures that are non-compliant must leave with the owner by closing day - September 12, 2021.

Paragraph 17: Trailers & Cabins must be insured by owners. Management and park personel will not be responsible for accidents or injuries which happened on park property. The management and park personel is also not responsible for any damages caused by total or partial loss of electricity, loss of property by fire, theft, wind, fallen trees, flooding, vandalism, collision or by acts or inaction by other campers or any park clients or any act of God regarding your family, yourselves, your property, your trailer or cabin and it's contents. The occupants agree to protect, indemnify and save harmless Remi Lake Holiday Bay Cabins & Campground, it's owners, management and staff from and against all claims, demands, costs, actions, causes of actions, expenses, legal fees whatsoever which may be taken or made against them.

Unnumbered paragraph: RLHB management gives permission to the Occupant and immediate family members listed on the LOC to use Lot 46 for the 2021 season. Seasonal rate is per attached invoice. RLHB park is closed from Sept 12, 2021 until May 20, 2022 with no hydro, water, sewer, road clearing or other services and only pre-authorized, limited access to the Site will be permitted. Note: This is a seasonal contract, management will renew annually at its discretion. The 2021 seasonal lease is not transferable or refundable. The Registration Form, Appendix A, RLHB Rules & Regulations, 2021 RLHB Orientation & Newsletter, and Covid 19 conduct waiver & rules all form part of the seasonal contract.

b. In the 2021 rules and regulations for private cabin owners:

Preamble: RLHB is a private seasonal campground covered under the *Commercial Tenancy Act*. The park is closed between Sept. 12, 2021 and May 21, 2022 with no hydro, water, sewer, road clearing or other services and only pre-authorized, limited access to the park is permitted. Note: This is a seasonal

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contract, management will renew annually at its discretion. The seasonal lease is not transferable or refundable. Appendix A, Registration Form and Covid 19 2021 Waiver form part of the seasonal contract (4 attachments in total).

Paragraph 1: No new decks, porches, sheds, sunrooms, garages, fences or cabin additions are allowed.

Paragraph 2: Repairs to ***existing*** *decks or cabin (ie roofs, wiring, plumbing) must be approved in writing by the management*. Send photos to remilakeholidaybay@gmail.com. Where appropriate, building permits must be obtained from Moonbeam or Kapuskasing before work begins. No digging is permitted without RLHB permission.

Paragraph 6: The Seasonal Contract is not transferable if cabin is sold. All requests to sell or transfer cabin ownership must be made in writing to Management or email remilakeholidaybay@gmail.com. Please note that RLHB does not have to accept the new owner as a tenant. Right of First Refusal is granted to RLHB. If there is a change in ownership without written permission from L.C. Larabie, the new buyer will not be given a seasonal lease and will be required to remove the cabin from RLHB property. In keeping with the *Commercial Tenancy Act*, as the leases are one year in length, an unapproved buyer will have until the day before the park opens May 22nd, 2022 to remove his or her cabin and personal effects from the rental lot.

Paragraph 7: Cabins must be insured by owners. Management and park personel will not be responsible for accidents or injuries which happened on park property. The management and park personel is also not responsible for any damages caused by total or partial loss of electricity, loss of property by fire, theft, wind, fallen trees, flooding, vandalism, collision or by acts or inaction by other tenants or any park clients or any act of God regarding your family, yourselves, your property, your trailer or cabin and it's contents.

c. In the 2021 guidelines for cabin sales:

The potential buyer should familiarize him or herself with the *Commercial Tenancy Act* prior to buying your cabin.

It is permissible to use a real estate agent to sell your cabin. Just ask her or him to contact me get permission to enter the park to show your cabin to a potential buyer. I will also need to make your real estate agent aware of the many rules and conditions involved in selling a privately-owned cabin that is located on rented land (inside a seasonally operated campground) as per the *Commercial Tenancy Act*. *Prior to advising me of a possible sale, you must make your potential buyer aware that there may be up to a maximum of a $500.00 annual rent increase above the amount quoted on your 2021 Invoice.* I would require that the 2022

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annual rent be paid in advance prior to approving a 2021 sale. As well, the park is entitled to a $750.00 selling fee.

The Cottage

[18] The Cottage is a permanent structure, affixed to Lot 46 at Remi Lake. Also affixed to Lot 46 are three sheds and an outhouse. The Cottage was built in approximately 1960.

[19] The Cottage consists of two bedrooms, plus one bedroom in the porch. It has a kitchen and dining area, as well as indoor toilet and shower facilities. It has indoor running water and electricity. There is a deck affixed to the exterior of the Cottage.

[20] Prior to their purchase of the Cottage, the respondents had the septic system at the Cottage inspected by Pierre Fortier, an employee of Remi Lake, who confirmed that it was in good working order. The applicant was aware that the inspection had been completed and that the septic system was compliant with health unit standards.

The Attempted Eviction

[21] On June 18, 2021, the applicant served the respondents with an N12 Notice to End Your Tenancy pursuant to the *RTA*. The N12 indicated that the applicant required the Cottage for her own personal use and that she intended to move into the Cottage for at least one year. The eviction date on the N12 was June 17, 2022.

[22] The applicant's refusal to accept the respondents' e-transfer on June 22, 2021 was the next written notice that the respondents received of the applicant's intention to evict them from the Cottage following the conclusion of the 2021 season.

[23] On July 27, 2021, the applicant followed with a letter advising the respondents that the Contract expired on May 20, 2022, and that they were expected to remove the Cottage and their personal property from Lot 46 no later than June 17, 2022. They were also advised that they would be responsible for paying 2022 municipal property taxes if the Cottage remained on Lot 46 after December 31, 2021.

[24] On March 4, 2022, the applicant sent a further letter to the respondents reminding them that they were required to remove the Cottage from Lot 46 prior to June 17, 2022. This was followed by a further letter on May 12, 2022.

[25] At this time, the Cottage remains on Lot 46.

Preliminary Issue – Additional Affidavit Evidence

The Law

[26] Pursuant to Rule 39.02(2), a party is not permitted, without consent or leave, to deliver further affidavit evidence for use at a hearing after they have completed their cross-examinations on the affidavits delivered by the adverse parties in the proceeding.

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[27] In granting leave, the court must be satisfied that the party seeking to deliver the affidavit is seeking to respond to issues raised during the cross-examinations and that they ought to be permitted to do so.

[28] The decision to grant leave is a discretionary exercise that requires the Court to balance the parties' interests in a full and fair hearing. It requires the Court to consider the following criteria:

a. Is the evidence relevant?

b. Does the evidence respond to a matter raised on the cross-examination, not necessarily raised for the first time?

c. Would granting leave to file the evidence result in non-compensable prejudice that could not be addressed by imposing costs, terms, or an adjournment?

d. Did the moving party provide a reasonable or adequate explanation for why the evidence was not included at the outset?

1944949 Ontario Inc. (OMG ON THE PARK) v. 2513000 Ontario Ltd., 2019 ONCA 628, at paras. 27, 33.

Analysis

[29] The evidence at issue is an affidavit of Cheryl Crickard, sworn November 5, 2024. The affidavit was prepared by the respondents as self-represented litigants. It is undisputed that it was prepared following the cross-examination of the applicant, which was conducted on January 31, 2023. At the time of cross-examination, the respondents were represented by counsel.

[30] The affidavit contains new evidence responding to issues raised by the applicant both in her affidavit materials and during cross-examinations. Some of the new evidence is inadmissible as it arises from discussions with unidentified third parties and is not presented in compliance with Rule 39.01(4). The affidavit also contains argument, in which it refers the Court to evidence which is properly in the record, as well as relevant case law. Of note is the fact that the affidavit is composed in a form similar to a factum; the respondents have not otherwise filed a factum.

[31] The new evidence addresses issues including the following:

a. The historic occupancy of the Cottage and other properties at Remi Lake;

b. The services connected to the Cottage and otherwise available at Remi Lake;

c. The zoning of Remi Lake and nearby campground facilities; and,

d. Fencing at Remi Lake.

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[32] No explanation has been provided by the respondents for failing to provide the new evidence prior to cross-examinations. In my view, all of the evidence was available, and all of it responds not only to evidence raised on the applicant's cross-examination but also in the applicant's affidavit materials filed in advance of her cross-examination.

[33] While granting leave to file the evidence would not result in non-compensable prejudice to the applicant that could not be addressed by imposing costs, terms, or an adjournment, in my view refusing leave is unlikely to result in significant prejudice to the respondents because most of the proposed evidence is inadmissible in any event.

[34] Although I am not prepared to admit the affidavit as evidence, as I have noted it takes the form of a factum. To the extent that it contains argument, refers the Court to evidence, which is properly in the record, and refers to relevant case law, I have considered it as a factum. I have only considered argument to the extent that it refers to evidence properly in the record.

Primary Issue – Application of the *RTA*

The Law

[35] This proceeding requires the Court to interpret and apply the *CTA* and the *RTA*.

[36] Section 2 of the *CTA* provides that it does not apply to tenancies and tenancy agreements to which the *RTA* applies.

[37] Pursuant to s.3 of the *RTA*, it applies "with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary." Parties cannot contract out of the *RTA*: *Matthews v. Algoma Timberlakes Corporation*, 2010 ONCA 468, at para. 24; *Fiset v. Di Geso*, [1998] O.J. No.3466 (Ont Gen Div), at para. 67.

[38] The application of s.3 is informed by the following terms defined in s.2 of the *RTA*:

> "land lease community" means 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;
>
> "land lease home" means 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;
>
> "rental unit" means any living accommodation used or intended for use as rented residential premises, and "rental unit" includes,
>
> (a) a site for a mobile home or site on which there is a land lease home used or intended for use as rented residential premises

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> "residential complex", except in Part V.1, means…
>
> (b) a mobile home park or land lease community
>
> and includes all common areas and services and facilities available for the use of its residents.

[39] Section 2(4) of the *RTA* provides the following additional information regarding rental units involving land lease homes:

> A rented site for a mobile home or a land lease home is a rental unit for the purposes of this Act even if the mobile home or the land lease home on the site is owned by the tenant of the site.

[40] The Court of Appeal in *Matthews* observed at para. 23 that "rental unit" is a broadly defined term, in keeping with the *RTA*'s objective of protecting residential tenants:

> In this case, s. 1 of the Act provides that one of the legislation's primary purposes is to protect residential tenants from unlawful rent increases and evictions. The Honourable R. Roy McMurtry, the Attorney General at the time, explained that the purpose behind extending the application of these protections to mobile homes (and later to land lease sites) was to provide tenants of those premises with security of tenure and other protections that had been available to other tenants…To ensure that protection, the legislation provided a broad definition of a "rental unit".

[41] There are exemptions from the operation of the *RTA*. A party claiming such an exemption bears the burden of proving it on a balance of probabilities: *Fiset*, at para. 21.

[42] In this proceeding, the relevant exemption to the *RTA* is set out in s. 5(a):

> 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

[43] In considering the exemption in s. 5(a), the Court in *Matthews* noted with approval the determination of the Divisional Court in *Putnam v. Grand River Conservation Authority*, 2006 CanLII 18526 (ON SCDC), at para. 25 which adopted the following analysis by the predecessor to the LTB:

> The listing of places where this seasonal or temporary accommodation is to take place clearly is a listing of places, owned by private persons or businesses, which appeal to the general public as vacation spots or places to stay when one is away from home. They represent accommodation for

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> travellers, for vacationers, for anyone who needs temporary accommodation provided by someone other than themselves.
>
> The Tribunal accepts that the phrase 'in a…cottage or cabin establishment' in Section 3(a) should be interpreted to mean that the grouping of cottages or cabins (the establishment) available as seasonal or temporary accommodation is analogous to the rooms in a hotel or a motel, or the rooms in a 'bed and breakfast' or in an inn, or the sites at a campground or in a trailer park, available as living accommodation to be occupied for a seasonal or temporary period. To interpret otherwise would be to 'hive off' this particular phrase from the listing in Section 3(a) and give it a completely different interpretation from the other words and phrases in the listing.
>
> . . .
>
> The Tribunal's interpretation of section 3(a) of the Act is an interpretation based upon the listing of the areas of 'living accommodation … occupied for a seasonal or temporary period'. That list contains only areas of accommodation that are owned or managed by a person or business offering the accommodation service.
>
> To interpret 'cottage or cabin establishment' as something different from the other portions of the list is not an acceptable interpretation, nor logical. The plain reading of the list demands that this phrase be given an interpretation which makes it a part of the list, as opposed to one which makes it diametrically different from the other words and phrases in the listing.
>
> Therefore, one is left with an exemption for living accommodation occupied as a temporary or seasonal residence only if that residence is part of the named and listed types of accommodation.
>
> In this case, the Applicants clearly are temporary residents, occupying their living accommodation from time-to-time, but those residences are not part of a 'cottage or cabin establishment' that is analogous to a hotel, a motel, an inn, a 'bed and breakfast', or a campground or trailer park.

[44] The fact that a rental agreement purports to be governed by the *CTA* is relevant to, but not determinative of, the jurisdiction of the *CTA* over the agreement: *Fiset*, at para. 67. Pursuant to s.202(1) of the *RTA*, in making findings on an application, the LTB is required to:

> …ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

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> (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and
>
> (b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

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[45] The Court, in examining the nature of tenancies, engages in a similar form of inquiry. It examines all of the surrounding circumstances to determine the "predominant purpose of the occupation or use of the premises". The framework for such an analysis appears in the case law most often in the context of mixed commercial and residential properties: *OnTheGoShipping Inc., and Kwok-Wai Leung, aka Harry Leung v. G. Khan Medicine Professional Corporation*, 2020 ONSC 2789, at paras. 21-24; *Toronto Community Housing v. Bryant Didier*, 2018 ONSC 5158, at para. 29; and, *Tauro v. Yu*, 2018 ONSC 7319, at paras. 32-33; *Sigrist et al. v. Keri McLean et al.*, 2011 ONSC 7114, at paras. 112-114.

[46] If the Court determines that a tenancy is subject to the *RTA*, all disputes regarding the tenancy are required to be remitted to the Landlord and Tenant Board ("LTB") for adjudication. Pursuant to s.168(2) of the *RTA*, the LTB "has exclusive jurisdiction to determine all applications under this Act and with respect to all matters in which jurisdiction is conferred on it by this Act."

Analysis

[47] I find, having regard to all of the circumstances of the parties' rental relationship and the pattern of activities at Remi Lake, that Lot 46 is a "rental unit" within the meaning of the *RTA*, and that the parties' rental relationship and the Contract is subject to the *RTA* and not the *CTA*.

[48] While it is arguable that there are rental lots at Remi Lake which may fall within the exemption pursuant to s.5(a), I find that Lot 46 was not one of those lots. The Contract clearly draws a distinction between trailer lots and cottage lots.

[49] In the case of trailer lots, the Contract is clear that the lot rental is intended for a portable structure, capable of being easily removed from the lot. The Seasonal Contract (LOC) and Appendix A provides:

> 5. Trailers used for seasonal Sites must be in good condition, road worthy and have a 2021 plate. If a camper leaves the park permanently, trailers older than 20 years will not be allowed to remain in the park. It must leave with the owner.
>
> 6. Nothing must be attached to your trailer. Trailers must be covered only with a winter cover or tarp. Awnings must be part of the trailer. Carports are not allowed.
>
> 7. Decks must not be attached to or extend past the length of the trailer. Decks must be portable, with no steps or handrails. Maximum width of a deck is 12 ft. and cannot block access to the back of the lot. Steel or

> wooden stakes must not be driven in the ground. TV posts, sat dishes etc. must be attached to your trailer, not trees.

[50] Conversely, in the case of cottage lots, the Contract clearly recognizes the existence of a permanent structure which is owned by the lot tenant. The Rules and Regulations for Private Cabin Owners contemplate the following:

a. The potential requirement to obtain a building permit prior to undertaking structural improvements;

b. The requirement to demonstrate proof of MOE approved holding tanks or septic systems upon demand; and,

c. The use of a real estate agent in the event of a sale of a cottage.

[51] In this case, the respondents rented a cottage lot and, concurrently with that rental, they purchased the permanent structure that was on that lot.

[52] The rules governing the structures placed on rental lots, while not on their own determinative, have been considered when examining whether the rental falls within the jurisdiction of the *RTA*:

a. In SWT-65575-14 (Re), 2014 CanLII 87168 (ON LTB), a case relied upon by the applicant, the LTB noted at para. 7 that there was a "policy that all trailers in the residential complex must retain their wheels and must be capable of being hauled out of the residential complex" and that "all trailers must remain capable of removal to avoid violation of it and the Township's prohibition against permanent residence." The LTB found at para. 22 that this distinguished the arrangement before it from that in *Copeland & Soucie v. H.M.Q.*, 2014 ONSC 1098 where the arrangement at issue involved "fully permanent structures".

b. In *Leduc v. Glen Echo Park Inc.*, 2011 CarswellOnt 15447, 2011 ONSC 6937, [2011] O.J. No. 6146 (Ont. Div. Crt.), another case relied upon by the applicant, the Court noted at para. 22 that, although not determinative, the LTB below had observed in its reasons that there were "Rules that permitted only travel or tent trailers or portable pre-fab shelters" and that it had noted testimony that "at all times the zoning by-laws would not allow for any permanent structures to be built as residences other than the club house, motel and communal structures".

[53] There are other distinctions between the trailer lots and the cottage lots at Remi Lake. When a trailer is sold with the intention of having it remain on its lot, a fee of $350 is payable to Remi Lake. When a cottage is sold, a fee is payable of $750. Cottage owners are also required to pay municipal property taxes for their lots, and Remi Lake charges them an additional fee for administering the payment of those taxes.

[54] Turning to the use of the Cottage, the facilities within the Cottage and the respondents' use of the Cottage are more consistent with a "rented residential premises" than they are with a

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"living accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period". The Cottage includes bedrooms, a fully functioning bathroom with a toilet and shower, and a fully functioning kitchen with appliances. The Cottage is fully furnished by the respondents, at their expense. The respondents are responsible for servicing their own septic system, at their expense. The respondents are responsible for paying for their own hydro. The respondents are responsible for insuring the Cottage throughout the year. As noted, the respondents are also responsible for paying municipal property taxes for their lot; those property taxes are collected by the applicant and are payable for the year, not for the limited term of a seasonal occupancy. All of these payments are required over and above the annual lot rental fees charged by Remi Lake.

[55] I find that significant financial obligations to establish and maintain accommodations, and financial obligations which continue throughout the year are inconsistent with the transient occupancy contemplated by the exemption in s.5(a) of the *RTA*. Rather, they are consistent with ongoing residential use, and as such bring the Cottage within the purview of the *RTA*. In my view, this is consistent with the reasoning of the Court of Appeal in *Matthews*, at paras. 23-29.

[56] The historic use of the Cottage, as well as the communications between the parties prior to the sale, are also more consistent with an ongoing residential rental than they are with a seasonal lease. In her cross-examination, the applicant described an unhappy relationship with the prior owner of the Cottage, Armande Bernard:

> 102. Q. So, she didn't follow the terms of the typical contract or agreement you have them sign, private owners, right?
>
> A. No. She – because Madame Bernard had been in arrears for the previous three years, but we had a rather strained relationship, and at no point did she say, 'Hey, Doctor Larabie, do you want to take this place off my hands?' She – we were not friendly like that because I was always on her case to pay me the rent, for three years before.
>
> 103. Q. Okay. You knew she was selling it though, right?
>
> A. Well, I was trying to help her, that's why I.... Also, there's – I can provide you documentation that, I can't remember if it was '20 or '21, she had – that was trying to lower the – her building evaluation rate, to lower her personal property tax that she had to pay on that building. I was trying to cooperate with her because I wanted her to leave the campground. She was struggling to pay. So, I did call MPAC. I had them come to the campground to inspect her building. I need – I can give you those evaluations. The one was – the latest one that I'm going to give you, 2016, that was the one that had been re-assessed 'cause the previous one had been

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> 29,000, so I was able to bring the evaluation down from roughly 29 to 24, but that is separate. I can show you the previous MPAC that had been done that said the cabin was worth actually more than it was, 'cause it had not been maintained for 62 years.

[57] Also notable in the evidence was the following email sent by the applicant to the respondents on May 27, 2021:

> Hi Cheryl, I am just preparing your invoice and adjustments. I am sure you have already read all the fine print in Appendix A and the Rules for Private Cabin owners. if not, please read them very carefully and let me know if you have any questions. You are not allowed to add any buildings, decks, extensions etc etc of any kind to the building to enhance its value. The property tax is quite low because of this and I have no interest in giving Moonbeam more tax dollars. Even adding new siding will drive up the property tax a couple hundred dollars a year. The only thing you are allowed to do is basic repair and maintenance. Just want to make sure you know the rules before you commit. Thanks, Lynn

[58] In my view, these exchanges are more consistent with an ongoing residential rental than they are with a seasonal lease. In the case of Ms. Bernard, there is no logical explanation for the applicant continuing to enter into annual seasonal leases with an individual with whom she had a "strained relationship" and had to chase for her rent. This evidence is inconsistent with the applicant's assertion that all of the lots at Remi Lake were only leased seasonally. Clearly Ms. Bernard's was not, or the applicant would have had an easy remedy to her ongoing intransigence.

[59] Likewise, the applicant's caution to the respondents prior to their purchase to, "make sure you know the rules before you commit" was more consistent with the initiation of a long-term rental relationship than a seasonal lease. It would be nonsensical to caution a seasonal tenant about the consequences of adding siding or additions to the property – what seasonal tenant would want to invest in a property that they were expected to vacate months later? In my view, this was an acknowledgment that the respondents were expected and expecting to remain in the Cottage, just as the previous owner of the Cottage had done.

[60] The ongoing commitment sought and expected of cottage owners was also reflected in this evidence by the applicant, given in cross-examination:

> The only reason I asked them for the '22 money ahead of time is that a lot of people who buy privately have dreams and they're very excited to come and stay in our beautiful campground, but they have not much money. So, I don't – I want to make sure anyone buying a privately owned building can afford to pay the rent for the following year. So, I always ask any privately owned cabin owner, who's recently purchased a cabin, to pay in advance for the following year.

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[61] In my view, the desire to secure cottage lot tenants capable of paying ongoing annual rent is more consistent with an ongoing residential rental arrangement than a seasonal lease.

[62] The applicant suggests that the fact that Remi Lake charges seasonal rent, closes during the winter months, and prohibits tenant use during that period brings the cottage lots squarely within the exemption pursuant to s.5(a).

[63] Respectfully, I do not accept this argument. While rent may have been charged on a seasonal basis, there were other expenses, namely property taxes and insurance, which continued throughout the year. Moreover, the wording of the Contract does not foreclose access to Remi Lake during the off-season. Rather, it indicates that it is in the discretion of the applicant to permit "pre-authorized, limited access to the Site". Access granted sparingly is not the same as no access at all.

[64] Even if I were to accept the applicant's argument that Remi Lake is solely seasonal, I would echo the finding of the Court of Appeal in *Matthews*, at para. 35 that, for the other reasons noted, the Cottage is still markedly different than the accommodations encompassed by s. 5(a) of the *RTA*.

Disposition

[65] On balance, I am not satisfied that respondents' rental of Lot 46 falls within the exemption provided in s.5(a) of the *RTA*. The respondents' rental of Lot 46 at Remi Lake and the Contract is therefore governed by the *RTA* and not by the *CTA*. If either party wishes to pursue any relief with respect to the respondent's rental, it must be pursued before the LTB.

[66] I do note that the respondents have commenced a parallel proceeding, that there is an outstanding costs order pursuant to my endorsement of December 6, 2024, and that the costs of this application will have to be addressed.

[67] I would direct the parties to contact the trial co-ordinator at their earliest opportunity to schedule a date for a Rule 50.13 conference before me to determine the next steps in these proceedings. I hereby direct that this matter be returned to the civil assignment court list returnable on April 10, 2026 at 9am, by Zoom videoconference, in order to schedule a date if one has not already been scheduled.

Cullin, J.

Released: March 18, 2026

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CITATION: Larabie v. Crickard, 2026 ONSC 1655

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

LYNN LARABIE as executrix of the Last Wills and Testaments of Irene Cecile Larabie and Armand Jean Larabie, deceased, carrying on business as Remi Lake Holiday Bay

Applicants

– and –

CHERYL CRICKARD and LUC BELLEMARE

Respondents

REASONS FOR DECISION

Cullin J.

Released: March 18, 2026

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