



**Order under Section 31
Residential Tenancies Act, 2006**

Citation: Edward Antler v Albert Carter, 2023 ONLTB 36473

Date: 2023-05-15

File Number: LTB-T-001781-23

In the matter of: 54R1494, PCL 24777 Sec SST Location RF
120 Tyrell Pt 1, 3
District of Timiskaying Ontario

Between: Edward Antler Tenants
Rita Antler

And

Albert Carter Landlords
Eva Carter

Edward Antler and Rita Antler (the 'Tenants') applied for an order determining that Albert Carter and Eva Carter (the 'Landlords'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenants replacement keys;
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of the Tenants' household; and
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

This application was heard in by videoconference on May 2, 2023.

Only the Tenants attended the hearing.

As of 10:00 AM, the Landlords were not present or represented at the hearing although properly served with the notice of hearing by the Board. As a result, the hearing proceeded on the basis of the Tenants' evidence alone.

Determinations:

1. The Tenants testified that in June 2011, they entered into a 10 year lease with the former Landlord to rent land for their mobile home. In July 2021, they entered into another 10 year lease with the former Landlord. The Tenants' testimony was supported by receipts signed by the former Landlord stating that the payment was for a 10 year lease for motorhome parking.

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2. The Tenants testified that they installed their mobile home on the property in 2011 and that it has remained there year-round since that time. It was removed for a period of time in 2021 or 2022 for repairs and then returned to the land. The Tenants testified that throughout the years they and their family members would bring additional trailers to the property on a seasonal basis.
3. The Tenants have installed a gazebo with a concrete pad, gardens, and an outdoor fireplace.
4. The Tenants stay at the mobile home for six months (May to October) each year and also have ice fishing huts.
5. The current Landlords purchased the property in October 2021.
6. On August 12, 2022, the Landlords locked a chain across the entranceway to the property to prevent the Tenants from accessing their mobile home. The Tenants' daughter arrived at the property at 8:00 PM to find the locked chain across the entranceway to the property and the Tenants arrived at midnight. There was a standoff at the entranceway to the property between the Landlords and their family and the Tenants and their family and the Landlords refused to remove the locked chain. The Tenants eventually walked onto the property at 2:00 AM and the Tenants removed the locked chain the next day.
7. Although *Matthews v. Algoma Timberlakes Corporation*, 2010 ONCA 468 (*Matthews*), dealt with land lease homes, I find the reasoning in that case to be applicable here. More specifically, the land the Tenants rent from the Landlords is a rental unit because it is "rented residential premises" used as "living accommodation" (see *Matthews* paragraphs 24 to 26). Moreover, the section 5(a) exemption does not apply because the rental was occupied for more than a temporary or seasonal period; the premises were occupied over many seasons, months, and years; the leases were for ten-year periods; and rent was charged annually and there was no seasonal or temporary rental rate (see *Matthews* paragraphs 33 to 35).
8. Therefore, I find that by installing the chain and lock across the access to the premises, the Landlords substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household.
9. The Tenants' application requested \$1,000.00 for out-of-pocket expenses however this is denied because the Tenants did not substantiate this amount.
10. The Tenants' application requested \$2,000.00 as an other remedy for, amongst other items, loss of enjoyment. I find it appropriate in this case, having regard to like and similar cases,

to order the Landlords to pay the Tenants \$300.00 for installing the chain and lock across the access way to the premises.

11. Other forms of harassment were identified in the Tenants' application however insufficient details were provided so these portions of the application are dismissed without prejudice to the Tenants filing a new application with respect to these items.

It is ordered that:

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1. The Landlords shall not interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of the Tenants' household. More specifically, the Landlords shall not interfere with the Tenants' access or use of the premises.
2. The Landlords shall pay to the Tenants \$300.00.
3. The Landlords shall also pay to the Tenants \$53.00 for the application fee.
4. The total amount the Landlords owe to the Tenants is \$353.00.
5. If the Landlords do not pay the Tenants the full amount owing by May 26, 2023, the Landlords will owe interest. This will be simple interest calculated from May 27, 2023 at 6% annually on the balance outstanding.

May 15, 2023

Date Issued

Richard Ferriss

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.