



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2831848 ONTARIO LTD. V MCCALLUM, 2025 ONLTB 68281

Date: 2025-09-05

File Number: LTB-L-046703-25

In the matter of: 7, 415 MOSLEY ST
WASAGA BEACH ON L9Z2J8

Between: 2831848 Ontario Ltd.

And

Michael Mccallum

I hereby certify this is a
true copy of an Order dated

SEP 05, 2025

Landlord and Tenant Board

Landlord

Tenant

2831848 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Mccallum (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 20, 2025.

Only the Landlord's Agent, Jenny Chai, attended the hearing.

As of 9:48 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue - Does the Act apply?

1. The living accommodation is a four-season cottage in a multi-cottage resort. The property is located at 415 Mosley St, Wasaga Beach. The Landlord was approached by the Tenant's mother who stated that the Tenant required accommodation for the winter months as his trailer was not equipped for the winters. The Landlord signed a short-term lease starting October 1, 2024, and ending in May 2025 with the Tenant. The Tenant failed to vacate the rental unit after May 2025.
2. Before I consider the merits of the Landlord's application for arrears and eviction, I must be satisfied the tenancy agreement between the parties is covered by the *Residential Tenancies Act, 2006* (the "Act").
3. Section 5(a) of the Act states:

This Act does not apply with respect to,

(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.

4. It is the uncontested testimony of the Landlord that she signed a short-term lease with the Tenant on September 26, 2024. The lease entitled "seasonal rental lease agreement" states that the rent per month rent is \$1,400.00. There is a \$700.00 security deposit. The Tenant is also responsible to have contents insurance while the Landlord pays the utilities. The agreement refers the Tenant as the "lessee" and the Landlord as the "lessor". Page 2 of the lease agreement under point 7 states that, "both parties agree that the lease agreement is a binding contract between the parties and the rental relationship between the lessor and lessee is exempt from *Residential Tenancies Act*, therefore not governed by the *Residential Tenancies Act*."
5. I must determine the intention of the parties at the time the tenancy agreement was entered into. In undertaking this exercise, section 202 of the Act requires that I determine the real substance of the transaction and relationship between the Landlord and Tenant.
6. The Landlord testified that the intent was to provide a temporary, seasonal accommodation to the Tenant for six months. The Tenant was not present to testify what they believed the agreement was for.
7. I am satisfied on a balance of probabilities that that the rental unit is exempt from the Act pursuant to s.5(a) of the Act. In making this finding, I was persuaded by the evidence that at the time the parties signed the rental agreement, it was known and accepted by Landlord and the Tenant that the unit was a seasonal, short-term vacation property to be rented with a fixed termination date. The Landlord's oral testimony consistent with documentary evidence, namely the rental agreement.
8. Since the Act does not apply, I must dismiss the Landlord's L1 application.

It is ordered that:

1. The L1 application is dismissed.

September 5, 2025

Date Issued

Sheena Brar

Sheena Brar

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.