



Tribunals Ontario

Landlord and Tenant Board

Mobile Home Parks and Land Lease Communities

Information in this brochure

The *Residential Tenancies Act* (the Act) applies to most residential rental units, including mobile home parks and land lease communities. Rented sites in a mobile home park or land lease community are covered by most of the same rules that apply to other types of residential rental units. However, there are a few rules that **only** apply to mobile home parks and land lease communities.

This brochure provides information about the rules in the Act that only apply to mobile home parks and land lease communities. This brochure is not a complete summary of the law and it is not intended to provide legal advice. If you require more information about the law, please see **For More Information** at the end of this brochure.

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Who is covered by the Act?

Landlords and tenants of most residential rental units are covered by the rules in the *Residential Tenancies Act* (the Act). This includes a rented site in a mobile home park or land lease community.

Mobile homes and land lease homes are usually owned by the tenant who rents the site on which the home is located. There are, however, situations where:

- the tenant rents both the home and the site, or
- the person who owns the home and rents the site from the landlord may rent out the home, in which case they become a landlord to the tenant who occupies the home.

Who is covered by the Act?
(continued)

A **mobile home park** may have a mix of dwellings built without wheels or trailers built with wheels on sites that are covered by the Act. The Act may apply whether the site is used permanently or seasonally. However, the Act does not apply to a site that is:

- intended for use by a person who is travelling or on vacation, or
- in a resort, tourist camp, campground, or trailer park that is occupied for only a seasonal or temporary period.

A **land lease community** generally has sites that are rented by tenants who own the home on the site. A land lease home is a permanent structure. The Act applies to a land lease home site unless it is used by travelers or persons on vacation.

A mobile home park or land lease community may have a mix of sites, some covered by the Act and other sites that are not covered.

Application to determine if the Act applies

A tenant or a landlord who is not sure if the Act applies to the rental unit can file an application to ask the Board to determine if the Act applies. To apply to the Board for this reason, you must use form **A1 - Application About Whether the Act Applies**. This form is available from the Board.

Rights and Responsibilities

Park rules

If a landlord of a mobile home park or land lease community has made park rules, they must give a written copy of those rules to each tenant. The landlord must also notify each tenant in writing of any changes to the park rules.

If a landlord doesn't give a tenant a copy of the park rules or inform them in writing of any changes, then the tenant can refuse to pay their rent until the landlord gives them the information. However, once the landlord gives the information to the tenant, the tenant must pay back any rent that they withheld. If they don't, the landlord can give the tenant a notice to end the tenancy for non-payment of rent.

Maintenance and repair

All of the rules about maintenance and repair which apply to other tenants and landlords also apply to mobile home parks and land lease communities. These rules are explained in the Board's brochure, **Maintenance and Repairs**. This brochure is available from the Board.

Maintenance and repair
(continued)

In a mobile home park or land lease community, the landlord has these additional responsibilities:

- removing or disposing of garbage or ensuring that arrangements are made to remove or dispose of garbage on a regular basis,
 - maintaining roads in the park or community in a good state of repair,
 - removing snow from the roads,
 - maintaining the water supply, sewage disposal, fuel, drainage and electrical systems of the park or community in a good state of repair,
 - maintaining the grounds and all buildings, structures, enclosures and equipment that are intended for the common use of tenants in a good state of repair, and
 - repairing any damage to a tenant's property (including the mobile home) that was deliberately caused by the landlord or resulted from the landlord's neglect.
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Use of contractors, trades and equipment

A tenant has the right to purchase goods or services from whomever they choose. However, a landlord may set **reasonable** standards for mobile home equipment.

Selling or Renting a Mobile Home

Sale of a home A tenant has the right to sell a mobile home or land lease home that they own.

A landlord cannot demand to be the tenant's agent to sell the home, but the tenant and the landlord can **agree** to have the landlord act as the agent. This agreement must be in writing, and must be separate and independent from the rental agreement between the tenant and landlord.

If a rental agreement requires the tenant to use the landlord as their agent to sell the home, this part of the agreement is void and the tenant does not have to follow this requirement.

Right of first refusal

A rental agreement between a tenant and landlord can include a requirement that says the tenant must give the landlord the first chance to purchase the tenant's home if the tenant decides to sell it. This is called the "right of first refusal."

Right of first refusal
(continued)

If this requirement is in a rental agreement and the tenant receives an acceptable offer to purchase the home, the tenant must:

- give their landlord at least 72 hours notice of the offer, and
- give them the opportunity to match it, or decline to match it.

If a rental agreement has a requirement that gives the landlord the right to purchase a tenant's home at a price less than another person's offer, this part of the agreement is void. The tenant does not have to follow this requirement.

For Sale signs

A landlord can only stop a tenant from placing a "For Sale" sign in a window of their home if **all** of the following conditions are met:

- the landlord has a rule that forbids **all** tenants from displaying such signs,
- the landlord provides a bulletin board where tenants can post For Sale advertisements,
- there is no cost for posting the advertisements, and
- the bulletin board is in a prominent location and is accessible to the public at all reasonable times.

If the landlord does not meet any one of these conditions, the tenant may display the For Sale sign in a window of their home.

Assignment of the tenancy

If a person buys the tenant's home and they want to keep it on the site, the tenant can ask the landlord to consent to assign the tenancy to the purchaser. The tenant should write to the landlord to ask the landlord to give their consent to assign the tenancy. The landlord cannot refuse to consent to assign the tenancy to the purchaser without permission from the Board.

A landlord who wants to refuse an assignment to a purchaser must file an **Application about a Sublet or Assignment (form A2)** to the Board within 15 days of the tenant's request. This application form is available from the Board.

If the landlord does not file the application, or if the Board decides in an application that the landlord does not have good reasons for refusing to assign the site, then the landlord is considered to have agreed to the assignment.

When the tenant assigns the tenancy to the purchaser, the purchaser assumes the rights and responsibilities under the rental agreement as the new tenant.

**Renting a
tenant's
mobile home**

If a tenant owns the mobile or land lease home and they want to rent it, they can do so. However, since the rental of the site is through an agreement with the landlord, the tenant must **sublet** the site rental agreement. The landlord's consent to sublet the site is required, but the landlord cannot refuse without a good reason.

In a sublet, the site rental agreement between the landlord and the original tenant remains in effect. The original tenant continues to be responsible for the rent and any other obligations and payments owing under the rental agreement.

The original tenant who owns the home also becomes a landlord to the person – called a subtenant – who is renting the home. If there are maintenance or repair problems within the home itself that need attention, these are the responsibility of the original tenant in their role as a landlord.

The landlord is responsible for maintaining the site and the services and facilities in the park or community. A subtenant can report any problems to the original tenant, who can then report them to the landlord.

A landlord cannot charge a fee to the original tenant as a condition of consenting to a sublet of the site rental agreement. However, if a sublet is approved, the landlord may charge the original tenant for any reasonable out of pocket expenses which the landlord has paid or will pay as the result of the sublet.

Rent and Other Charges

**Rent for a
new tenant**

When a new tenancy is entered into for a site in a mobile home park or land lease community, a landlord and tenant decide how much the rent will be for the site and the services that will be included.

Exception:

If a tenant who rents a site in a mobile home park or land lease community sells their home and **assigns** their tenancy for the site to the person who purchased the home, the landlord cannot, in most cases, increase the rent by more than \$50.00 above the rent the tenant paid. For more information about assignments, see **Assignment of Tenancy**.

Collecting taxes

There are two kinds of property taxes that can apply to a mobile or land lease home.

- first, there is the tax on the assessed value of the site, and
- second, there is the tax on the value of the actual mobile home or structure.

If the tenant owns the home, they are responsible for paying the property taxes on the home.

When entering into a lease, the landlord and tenant should agree on how the taxes on the site and mobile home will be paid. In other words, whether the taxes on the mobile home and/or the site are included in the rent or whether the tenant will pay for them separately. This agreement should be in writing.

The landlord and tenant can come to different agreements about how the taxes will be paid:

- In many cases, the taxes for the site are included in the tenant's rent but the taxes on the mobile home are not. In these cases, because the landlord is required to pay the taxes related to the mobile home to the municipality, the tenant must reimburse the landlord for this amount.
- In other cases, both the taxes on the site and the taxes on the home are included in the rent, and the tenant does not have to reimburse the landlord for taxes.
- Another possible arrangement is where neither the taxes on the mobile home or the site are included in the rent, and the tenant must reimburse the landlord for both amounts.

Landlord must give tenant information about the property assessment

The amount of taxes for the tenant's mobile home or land lease home will depend on the assessed value of the home – generally, the higher the assessed value, the higher the taxes the tenant will pay.

In some cases, a landlord's tax assessment will show both the assessed value of the site and the assessed value of the home located on the site. If this is the case, then the landlord must give the tenant a written copy of the assessment right away, so that the tenant knows the assessed value of their home in order to repay the landlord.

In other cases, the tax assessment notice issued to a landlord does not separate the assessed values for the site and the home. If the landlord does not have information about the assessed value of a tenant's home, they must try to get this information from the Municipal Property Assessment Corporation (MPAC). (MPAC determines the value of properties and dwellings and then

Collecting taxes
(continued)

provides tax assessments to Ontario citizens.) If the landlord gets written information about the assessed value of the tenant's home from MPAC, they must give a copy to the tenant.

What happens if the landlord does not give the tenant information about the property assessment?

The tenant does not have to pay back the landlord the money for the taxes on their mobile home or land lease home if the landlord does not:

- give the tenant a copy of the most recent assessment information obtained from MPAC that shows the assessed value of the tenant's home, or
- make reasonable efforts to get this information from MPAC.

However, once the landlord gives the tenant a copy of the assessment or written information from MPAC that shows the assessed value of the home, the tenant must pay the landlord any taxes that they withheld.

Important: If the landlord has made a reasonable effort in the last twelve months to get information about the assessed value of the tenant's home from MPAC but has been unable to get this information, the landlord can still require the tenant to reimburse the landlord for the taxes paid.

If the landlord overcharges for taxes:

If a tenant believes that their landlord has overcharged them for taxes on their home, they can file a **Tenant Application for a Rebate (form T1)** with the Board. This form is available from the Board.

Other charges

A landlord is allowed to charge a tenant for any reasonable expenses the landlord has paid or will pay for the following:

- moving a mobile home into or out of a park,
- installing or removing a mobile home or land lease home from a site,
- testing of water or sewage in the park or land lease community.

These charges are **not** considered to be rent.

Rent Increases

Most rent rules apply

Most of the rules about rent increases that apply to other tenants and landlords also apply to mobile home parks and land lease communities.

Information about these rent rules can be found in the Board's brochure, **A Guide to the Residential Tenancies Act**. This brochure is available from the Board.

Increase above the guideline

The most a landlord can increase the rent by, **without asking the Board for approval**, is the rent increase guideline (the guideline). The guideline is set each year by the Ontario Government.

A landlord can apply to the Board for a rent increase above the guideline if:

- the landlord's costs for municipal taxes and charges, and/or utilities, have increased significantly or
- the landlord has done major repairs or improvements to the rental property, or
- the landlord has paid operating costs for security services for the property which are being provided by persons who are not employees of the landlord.

If the Board approves a rent increase above the guideline because of major repairs or improvements, the maximum increase the Board can allow for that ground is 3% above the guideline each year for a maximum of 3 years. However, if the cost is for infrastructure work that is required by the Government of Canada, or one of their agencies, the Board can approve rent increases that are higher. In this case, the Board can decide over how many years the increase can be taken (it is not limited to 3 years) and the increase the Board allows could be more than 3% above the guideline each year.

“Infrastructure” work means work related to roads, fuel, water supply, fire hydrants and related systems, telephone poles, walkways, garbage storage and disposal areas, fencing, retaining walls, flood control systems, sewage disposal, drainage and electrical systems.

Terminating a Tenancy

Exceptions to general rules

The rules in the Act about ending tenancies apply to a mobile home park or land lease community. A landlord can apply to end a tenancy for the site even though the tenant owns the home.

However, where the tenant of a site owns the mobile home there are longer notice periods if the landlord wants to terminate for any of the following reasons:

- extensive repairs,
- demolition of the park or community, or
- conversion of the property to a non-residential use.

Exceptions to general rules (continued)

In a mobile home park or land lease community, the landlord is required to give a tenant at least one year's notice of termination for any of these reasons, and may also have to provide compensation to the tenant. If a landlord is required to pay compensation to a tenant, it must be the lesser of one year's rent or \$3,000.

More information about ending a tenancy can be found in the brochures on **How a Tenant can End a Tenancy** and **A Guide to the Residential Tenancies Act**. These brochures are available from the Board.

For More Information

Other related brochures

The Board also has brochures on these related topics:

- A Guide to the Residential Tenancies Act
- How a Tenant Can End Their Tenancy
- Maintenance & Repair

Contact the Landlord and Tenant Board

This brochure provides general information only. For more information about the law, or to obtain copies of the Board's forms and publications, you can:

- visit the Board's website at tribunalsontario.ca/ltb,
- call the Board at **416-645-8080** or toll-free at **1-888-332-3234**, or
- visit your local Landlord and Tenant Board office. For a list of Board office locations visit the Board's website, or call the numbers listed above.