



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** CNR, MNDC

## Introduction

This hearing dealt with an application from the tenant for cancellation of the landlord's 10 day notice to end tenancy for unpaid rent, and a monetary order as compensation for damage or loss under the *Act*. Both parties participated in the hearing and gave affirmed testimony.

## Issue to be decided

- Whether the tenant is entitled to either or both of the above

## Background and Evidence

There is no evidence of a written tenancy agreement, and the tenant stated that his vehicle is a Winnebago motor home. As it had broken down at the side of the road, it was towed to the subject property on May 5, 2009. He said it was subsequently towed off the property sometime within the first week or two of June 2009, and that it presently remains confiscated by the towing company. While the tenant seeks cancellation of the landlord's notice, he also states he has no interest in returning to stay on the landlord's property with his motor home. Related to the tenant's dealings with the ministry and the ministry's issuance of a cheque, he said he requested that the landlord issue a notice to end tenancy. The tenant now seeks compensation from the landlord for costs associated with towing and storage of the motor home. In his application he states, in part, that "rent money went to towing."

The landlord stated that the subject property is a campground which is located within the Agricultural Land Reserve. Further, he emphasized that it is not an R.V. Park, and that it is best suited to those who wish to camp while traveling through the area by

bicycle. The landlord issued a 10 day notice to end tenancy for unpaid rent dated May 22, 2009. Ultimately, he said it was the police that suggested that he have the tenant's disabled motor home towed off the property.

The landlord stated that he is not interested in seeking a monetary order as compensation for having had the motor home on his property. In short, the landlord simply wishes to have no further contact with the tenant.

### **Analysis**

Section 4 of the *Act* addresses **What this Act does not apply to**. In part, section 4 of the *Act* states:

4 This Act does not apply to

(e) living accommodation occupied as vacation or travel accommodation

As for the application of the *Manufactured Home Park Tenancy Act*,

**“manufactured home”** means a structure, whether or not ordinarily equipped with wheels, that is

(a) designed, constructed or manufactured to be moved from one place to another by being towed or carried, and

(b) used or intended to be used as living accommodation;

### **Conclusion**

Pursuant to all of the above, I find that the circumstances of this dispute fall outside the jurisdiction of the *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act*. Accordingly, the application is hereby dismissed.

DATE: July 13, 2009

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Dispute Resolution Officer