



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

Decision

Codes: CNC

Introduction:

This is an application by the tenant for an order pursuant to the Manufactured Home Park Tenancy Act to set aside a Notice to End Tenancy in the form of a letter issued by the landlord.

Issues to be Determined:

The issues that must be determined is whether or not the occupant/tenant is entitled to an Order cancelling the Notice to End the Tenancy

Evidence and Testimony

The tenant testified that they had entered into a verbal tenancy agreement to rent a site from the park owners in September 2009. The tenant testified that during their tenancy, when new park managers took over, the landlord attempted to pressure them into signing some new park rules, which the tenant refused. The tenant testified that the rent was payable monthly and that they were separately billed by the landlord for hydro usage, presumably based on the landlord's meter readings. According to the tenant, since the new management took over, they did not get a detailed breakdown of the hydro usage and costs and only received the bill. The tenant stated that the landlord did not issue a proper notice to end tenancy and instead gave them a written eviction with 2 weeks to vacate. The tenant testified that the landlord told them that this termination of the tenancy was permitted because the Manufactured Home Park Tenancy Act did not apply to their occupancy in the park. However, the tenant disagreed with this position pointing out that they were true tenants under the Act paying to live in the park as their primary long-term residence. In fact, many residents in similar situations had constructed storage buildings and fences around their sites. The tenant's position was that the landlord was trying to categorize the tenancy in a way that exempted the landlord from following the law.

The landlord testified that the park is not a manufactured home park, but is a campground and vacation RV park. The landlord stated that the tenancies in the park, including this one, were for vacation homes. The landlord conceded that some renters

had been on certain sites for extended periods of time spanning years. The landlord stated that the rent was calculated based on a daily rent, but averaged out monthly for convenience. The landlord stated that the park was not zoned for long-term residencies and that the "visitors" to the park had to connect their own water and sewer hook-ups and guests were restricted to certain hours.

Analysis:

The *Manufactured Home Park Tenancy Act* and the *Residential Tenancy Act* define "**tenancy**" to mean a tenant's right to possession of a manufactured home site or a rental unit under a tenancy agreement; and the Acts define "**tenancy agreement**" to mean an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a manufactured home site, use of common areas and services and facilities; and includes a licence to occupy a rental unit;

In this instance, the tenant provided sufficient evidence to establish that they had entered into a tenancy agreement with the park owner to rent a site for their home and I find that this tenancy relationship falls under the *Manufactured Home Park Tenancy Act*. During the proceedings, the parties both advised that the tenant had provided written notice to vacate the park on April 30, 2011.

Conclusion:

Based on the evidence and the testimony, I find that the landlord did not issue a proper notice to end tenancy under the *Manufactured Home Park Tenancy Act*. I also find that the tenant has now given a valid and enforceable written notice to vacate under the Act.

Given the above, I find that an order to cancel the Notice to End Tenancy letter issued by the landlord is unnecessary. I find that the tenant is entitled to be reimbursed the \$50.00 cost of making this application and order that the tenant may withhold this amount from rent owed to the landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 2011.

Residential Tenancy Branch