



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This was an application by the landlord for an order for possession and a monetary order. The hearing was conducted by conference call. The landlord's agent and the tenant participated in the hearing.

Issue(s) to be Decided

Should an order for possession be granted to the landlord?
Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

The rental property is a manufactured home park. The respondent is the owner of a manufactured home on a pad in the landlord's park. The tenant is in arrears of pad rent. Her manufactured home was damaged when a tree fell on it. The landlord wants her to list the home for sale. The tenant does not want to list the home until it has been repaired.

On June 6, 2011 at the instance of the landlord the parties entered into an agreement referred to as a: "LICENSE TO OCCUPY". The agreement provided, among other matters, for the respondent to pay an occupancy fee of \$16.15 per day and it provided that the License does not constitute a tenancy agreement within the meaning of the *Manufactured Home Park Tenancy Act* or the *Residential Tenancy Act*.

On September 8, 2011 the landlord submitted an application for dispute resolution pursuant to the *Manufactured Home Park Tenancy Act* seeking an order for possession and a monetary order in the amount of \$1,376.50 for unpaid rent.

Analysis and Conclusion

The Residential Tenancy Policy Guideline concerning tenancy agreements and licences to occupy contains the following comment:

The definition of “tenancy agreement” in the Residential Tenancy Act includes a license to occupy. However, the Manufactured Home Park Tenancy Act does not contain a similar provision and does not apply to an occupation of land that under the common law would be considered a license to occupy.

A license to occupy is a living arrangement that is not a tenancy. Under a license to occupy, a person, or "licensee", is given permission to use a site or property, but that permission may be revoked at any time. Under a tenancy agreement, the tenant is given exclusive possession of the site for a term, which can include month to month. The landlord may only enter the site with the consent of the tenant, or under the limited circumstances defined by the Manufactured Home Park Tenancy Act¹. A licensee is not entitled to file an application under the Manufactured Home Park Tenancy Act.

I find that the landlord acted to convert the tenant’s tenancy agreement to a licence to occupy. Both parties agreed to this arrangement thereby ending the Manufactured home Park Tenancy Agreement. The landlord then applied for relief pursuant to the *Manufactured Home Park Tenancy Act*. I find that I have no jurisdiction to entertain the landlord’s application because it relates to a licence to occupy that is not a tenancy under the *Manufactured Home Park Tenancy Act*.

During the hearing the parties discussed a settlement of the dispute that would involve the recreation or reinstatement of a *Manufactured Home Park Tenancy Act* tenancy agreement and an arrangement for a payment schedule to retire the tenant’s outstanding rental arrears. The parties are at liberty to enter into a tenancy agreement that will bring them within the jurisdiction of the *Manufactured Home Park Tenancy Act*.

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: October 12, 2011.

Residential Tenancy Branch