



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The applicant testified that he posted a copy of his dispute resolution hearing package on the respondent's door on Jun 8, 2012. The respondent testified that he received that package. I am satisfied that the applicant served his hearing package to the respondent.

Issues(s) to be Decided

Should an order be issued against the respondent requiring him to comply with the *Act*, regulation or tenancy agreement? Is the applicant entitled to recover his filing fee from the respondent?

Background and Evidence

This dispute arises from an oral agreement allegedly entered into between the applicant who was an employee of the respondent until recently and the respondent. The applicant testified that as a term of his employment with the respondent's company, the respondent allowed him to reside in the respondent's trailer in a Recreational Vehicle (RV) Park. The applicant testified that the respondent subsequently required him to remove the trailer, described alternately by the parties as a camper or a trailer, from the RV Park and relocate it to the property where the respondent was renting from another landlord.

The application to require the landlord to comply with the *Act*, regulation or tenancy agreement occurred while the applicant was still residing in the trailer. He maintained that he had a tenancy agreement with the respondent as part of his employment

contract with the respondent. He asserted that the respondent could not end his tenancy for the trailer/camper without first issuing him a notice to end tenancy in accordance with the *Act*. By the time, this matter was heard, the applicant had been forced to leave the trailer/camper by the police. He was now residing elsewhere in another community and confirmed that he had taken most of the belongings he wanted to keep.

As this matter had clearly changed since the applicant initiated his application for dispute resolution, I asked the applicant to clarify what he was seeking in this hearing. He said that his new purpose was to recover \$150.00 in towing charges that he had to pay as well as reimbursement of another \$150.00 for the nights he stayed at a local hotel after being evicted from the trailer.

Analysis

At the hearing, I first noted that neither party had provided any written evidence other than the five-line description of this matter outlined in the applicant's Details of the Dispute section of his application for dispute resolution. I noted that this application required the applicant to supply a copy of the tenancy agreement, but the applicant did not do so. When the respondent asserted that there was no such tenancy agreement with the applicant, the applicant testified that the tenancy agreement was an oral agreement supported by his contract with the respondent's company. The respondent denied this allegation.

There was also conflicting testimony with respect to the actual trailer involved in this dispute. The respondent described this as a camper or travel trailer used to house employees occasionally. The applicant said that this was a trailer located in an RV Park throughout this tenancy until the respondent forced him to move it to the respondent's property near the end of his employment.

At the hearing, I expressed reservations as to whether the trailer involved qualified as a manufactured home under either the *Residential Tenancy Act* or the *Manufactured Home Park Tenancy Act*. I noted that if this was not in fact a manufactured home under either *Act*, this issue might not properly be before me and I might not be able to make a finding regarding this application.

On closer review, I find that this application for an order requiring the landlord to comply with the *Act* was made at a time when the tenancy, if one in fact existed at the time, was still in place. By now, any tenancy that had existed has clearly ended. As such, I find that the tenant's application to order compliance with the *Act* is a moot point and of no

consequence. I dismiss this application for an order requiring the respondent's compliance with the *Act*, regulation or tenancy agreement without leave to reapply.

The applicant's revised objective in seeking a monetary Order against the respondent is not one that is properly before me. The respondent was not advised of the applicant's intention to pursue a monetary Order in advance of this hearing and has not been given a proper opportunity to know the case against him nor the remedy sought by the applicant with respect to this new monetary issue.

If the applicant believes he is entitled to a monetary Order against the respondent under the *Act* or the *Manufactured Home Park Tenancy Act*, he is at liberty to apply for one. If he chooses to do so, I would strongly suggest that both he and the respondent provide written evidence in advance of that hearing so as to assist the next Dispute Resolution Officer hearing any further application regarding this matter. It would also be beneficial if a photograph of the trailer in question were submitted in advance of any hearing of a new application.

As the applicant was unsuccessful in this application, he bears the cost of his filing fee.

Conclusion

I dismiss this application without leave to reapply.

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: June 22, 2012

Residential Tenancy Branch