



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT OLC FF O

Introduction

This hearing dealt with an application by the tenants for an order of possession for the rental site, as well as for an order that the landlord comply with the Act.

Three tenants and two landlords participated in the teleconference hearing. The second respondent requested that his name be added to the style of cause as owner of the manufactured home park, and the tenants did not object. I therefore amended the application to name the owner as the second respondent in the style of cause.

At the outset of the hearing, the landlord confirmed that they had received the tenants' evidence. The tenants did not receive the landlord's evidence. The landlord stated that they posted their evidence on the door of the tenants' manufactured home. The landlord was aware that the tenants were not currently residing in the manufactured home, and the tenants provided a different address for service of documents in their application for dispute resolution. However, the tenants confirmed that they had previously received and were familiar with the landlord's documents, and for that reason I admitted the landlord's documents.

Preliminary Issue of Jurisdiction

In February 2012, the landlord served the tenants a notice to end tenancy for cause. The tenants applied to cancel the notice, but they did not attend the teleconference hearing on their application. The landlord attended and requested an order of possession. The landlord was granted an order of possession effective March 21, 2012. The landlord served the order of possession for the rental site on the tenants.

On May 15, 2012, the landlord and the tenant DL signed an agreement dated "License to Occupy." The agreement indicates that the "Licensor" (the landlord) was willing to forestall the execution of the order of possession, on the basis that the "Licensee" (the

tenant) would meet the terms of the License to Occupy agreement. The Licensee would permanently vacate the manufactured home on July 15, 2012, and after that date the Licensee would only attend the manufactured home park and the manufactured home for the purposes of ensuring the safety of the home or to show the home to prospective purchasers. No person would temporarily or permanently occupy the home; the Licensee would pay the Licensor a per diem occupancy fee of \$12.81; and the License to Occupy would not constitute a tenancy agreement.

The applicant tenants confirmed in the hearing that they vacated the home on July 15, 2012, and that they have been paying the per diem amount on a monthly basis since that time. The tenants submitted that DL felt pressured to sign the Licence to Occupy Agreement, but they did not provide any additional evidence to demonstrate that the tenant was forced to sign the agreement under duress. The respondent landlord has issued receipts for the occupancy fees and indicated that acceptance of the fees did not reinstate the tenancy.

I find that the Licence to Occupy agreement is a valid agreement. I do not find that the tenant signed the agreement under duress. Based on the nature of the relationship between the parties as defined in the agreement, I find that there is no longer a tenancy between the parties. Therefore, the applicants are not tenants but rather are licensees of the site. I do not have jurisdiction to address licenses to occupy, and a licensee is not entitled to file an application under the *Manufactured Home Park Tenancy Act*.

Conclusion

I decline jurisdiction in this matter.

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

Dated: February 25, 2013

Residential Tenancy Branch

