



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, RP, MNDC, OPT

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for money owed or compensation for loss under the Act, to have the landlord comply with the Act, to make repairs to the site, to suspend or set conditions of the landlord's right to enter the site and to obtain an order of possession of the site.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary Issue

The first issue that I must decide is whether the Act has jurisdiction in this matter in order to proceed with the application.

Issue to be Decided

Does the Manufactured Home Park Tenancy Act apply to this dispute?

Background and Evidence

The applicant stated that she has a 23 foot Recreation Vehicle (the "RV") which operates under its own power and she uses this vehicle as her living accommodation, therefore the Act should apply. The applicant stated she had a verbal and written tenancy agreement to rent a site in the park, commencing September 2012. The applicant stated she is relying on the document to support her position. Filed in evidence is a document addressed "to whom it may concern", not dated or signed by the respondent.

The applicant further refers to a Supreme Court decision, however, the applicant has not provided a copy of the decision to the respondent and did not file a copy of the decision at the hearing for my consideration.

The respondents stated that they have a manufactured home park, and the park consists of seven manufactured home sites and each site is responsible to pay a portion of the property taxes, plus pay for their own utilities and maintain their site.

The respondents stated that they also have an RV park, which is designed for RV's and is not designed to be occupied by a manufactured home. The respondents stated the RV park patrons do not pay any utilities such as hydro and cablevision and further they are not responsible for any site maintenance.

The respondents stated that they also retain access and control over the site as they must ensure the service connections to the site are cared for and monitored regularly for any cracking in the pipes. The respondents stated that these sites do not have frost free water connections, such as in the manufactured home park.

The respondents deny entering into a verbal or written tenancy agreement with the applicant and deny the document submitted into evidence was created by them. The respondent agreed the printing appears to be hers, however, alleged the document was fraudulently created by the tenant by copy information from another document.

The applicant response was that the written agreement only confirms the tenancy as it was a document she created to provide to social services for funding. The tenant denied falsifying the landlords printing.

As the document was alleged to be fraudulent, I ordered the applicant to provide the original copy of the document to the Residential Tenancy Branch by March 8, 2013, for my consideration, the document was never received.

Analysis

In order for me to make a decision on the applicant's application, I must first decide if I have jurisdiction to decide the dispute.

Under Section 1 of the Act defines a "manufactured home" as a structure, whether or not ordinarily equipped with wheels that is designed, constructed or manufactured to be moved from one place to another by being towed or carried and used or intended to be used as living accommodation.

In this case, the 23 foot RV is self powered and is not designed, constructed or manufactured to be moved from one place to another by being towed or carried. Therefore, I find the recreational vehicle of the applicant is not a manufactured home within the meaning of the definition in the Manufactured Home Park Tenancy Act.

Further, Section 1 of the Act defines a “manufactured home site” means a site in a manufactured home park, which site is rented or intended to be rented to a tenant for the purpose of being occupied by a manufactured home.

In this case, the park has an area which is solely designated for the purposes of being occupied by manufactured homes as defined in the Act, and these sites pay property tax, are responsible to pay their own utilities and are required to maintain the site.

The property also contains a separate RV park, which is the area rented by the applicant. The applicant has submitted as evidence a, “to whom it may concern” letter, claiming this as a written tenancy. However, the evidence of the applicant was she created the letter solely for the purpose of receiving funding from social service. I find the applicant has failed to prove a tenancy agreement exists.

Further, the patrons of the RV park are not required to pay any utilities such as hydro and cable and these utilities are paid by the manufacture home sites. Also, these sites do not provide facilities such as frost free water connections which are provided in ordinary tenancies.

Based on the above, I find this living arrangement is merely a licence to occupy. I find the applicant has failed to provide sufficient evidence to support that that this tenancy falls within a jurisdiction of the Manufacture Home Park Tenancy Act.

Conclusion

As a result of my findings above, I decline jurisdiction to resolve this dispute and the application is dismissed 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 Manufacture Home Park Tenancy Act.

Dated: March 19, 2013

Residential Tenancy Branch

