



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, MNSD

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

The tenancy began on or about October 1, 2012 and ended on December 11, 2012. The tenancy was to be for a fixed term until April 1, 2013. Rent in the amount of \$350.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$350.00. The tenant failed to pay rent in the month(s) of November and December and on December 2, 2012 the landlord served the tenant with a notice to end tenancy.

The landlords gave the following testimony:

The landlords rented out a "Citation Fifth Wheel" to the tenants on a campground. The tenants were to pay \$350.00 a month along with providing manual labour at a cost of \$15.00 per hour to a required amount of \$250.00 per month. The tenants only provided three hours labour. The tenants failed to pay the rent for the months of November and December. The landlords were unable to rent the unit out for the rest of the term of the tenancy due to poor weather making the road too icy to move the "fifth wheel". The landlords are seeking a monetary order of \$3205.00 for unpaid rent and for labour not provided as agreed in their contract.

The tenant gave the following testimony:

The tenant was renting the actual pad with the site address through the company of the campground and not the subject landlords of this hearing. The landlords of this hearing rented the tenants their "Fifth Wheel" camper.

### Analysis

The subject landlords of this hearing rented a "Citation Fifth Wheel" to the tenants. This is essentially a large camper. The tenant had to provide her own site for this camper to be parked. The tenant was paying a separate fee to rent the site through the company that actually owned the campground. The tenant then paid another amount for the rental of the camper to the subject landlords of this hearing. This "agreement" is essentially a vehicle rental agreement and not a residential tenancy agreement. The subject landlords of this hearing have no legal responsibility or authority for the address listed on the application. The subject landlords acknowledged and confirmed that fact. I do not find this party to be the legal landlord for the address in question for this hearing and accordingly dismiss their application in its entirety.

### Conclusion

The landlords' application is dismissed in its entirety 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: March 25, 2013

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Residential Tenancy Branch

