



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Psthfinder Motel & RV Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, MNDC, MNR, FF

Introduction

The tenants apply under the Manufactured Home Park Tenancy Act for an order to cancel a Two Month Notice to End Tenancy (given under the Residential Tenancy Act), and also apply for a monetary order as against the landlord.

Issue(s) to be Decided

1. Is this a tenancy to which the Manufactured Home Park Tenancy Act or the Residential Tenancy Act applies?
2. Is the subject Notice effective to end the tenancy, and if not, should the Notice be cancelled?
3. Are the tenants entitled to a monetary order as against the landlord?

Background and Evidence

The applicants own a 5th wheel travel trailer, which is situated on a pad rented by the tenants from the landlord. Pad rent is \$500.00 per month. The tenancy has continued for about 4 years. The tenants are provided various services, including sewer, water and electricity, all of which are connected to their trailer. The trailer is the tenants' permanent residence.

On March 31, 2013, the landlord served the tenants with a Two Month Notice to End Tenancy, to end the tenancy effective May 30, 2013. The Notice is a form used for residential tenancies, not manufactured home tenancies. The Notice is given on the grounds that the premises will be occupied by the landlord, or a close family member.

The tenants have previously made a monetary claim as against the landlord for much the same claim as the present monetary claim. The landlord contends this matter was settled after the landlord was served with the former claim (file 777324).

Analysis

The landlord submits that the Manufactured Home Park Tenancy Act does not apply to this tenancy, because the 5th wheel trailer is not a “manufactured home” as defined under the Manufactured Home Park Tenancy Act. The definition of a “manufactured home” in that legislation is 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 carried or towed, and is used or intended to be used as living accommodation. In the case of this tenancy, I accept that the trailer in question is in fact a manufactured home as defined in the Act. While a 5th wheel trailer might typically be used for recreational purposes, in this case it is being used as a permanent residence, and is connected to the various services of water, electricity and sewer offered by the landlord. It is being used by the tenants as their permanent living accommodation. I therefore find that the Manufactured Home Park Tenancy Act applies in this case.

The requirements to end a tenancy for landlord use under this legislation is quite different than under the Residential Tenancy Act, including the period of notice that must be given. I therefore find that the Notice to End Tenancy in this case is on the wrong form, and provides insufficient notice to the tenants. The Notice is therefore not enforceable, and I hereby cancel the notice. The tenancy shall continue.

There are other issues the tenants wish to have resolved at this hearing, but the tenants confirmed that the cancellation of the notice was the most important issue they wanted dealt with. I note that the other components in their claim are monetary in nature, and they not related in law or fact to the issue of the ending of the tenancy, and the disputed notice. I further note there is a significant issue as to whether these issues have already been settled or not.

One of the objectives of the Rules of Procedure for hearings of this nature is to ensure a consistent, efficient and just process for resolving disputes (Rule 1.3). It is not possible within this context to deal with a wide array of issues of concern to the tenants in one short hearing. Accordingly, those issues that are not related in fact and law to their key claim regarding the notice of the end of this tenancy, are not dealt with in this decision, and are all dismissed pursuant to Rule 2.3, with liberty to re-apply.

The tenants have been successful with the key issue in their claim, and are entitled to recover their filing fee from the landlord. I order that the tenants be at liberty to deduct the sum of \$50.00 from a subsequent month's rent, in satisfaction of recovery of the filing fee.

Conclusion

The 2 month notice is cancelled.

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: May 02, 2013

Residential Tenancy Branch

