



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DAFRAY MOBILE PARK  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      O, FF

### **Introduction:**

This hearing dealt with an Applicant's application under the *Manufactured Home Park Tenancy Act* for orders as follows:

1. To set aside a Notice to End Tenancy for unpaid rent or utilities.

### SERVICE

I find the respondent was served with the Application for Dispute Resolution hearing package by placing it in their mail slot. It was evident the respondent had received it for they submitted documents to dispute the application although they did not attend.

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### **Issues to be Decided:**

Do I have jurisdiction to consider this Application under the *Manufactured Home Park Tenancy Act*?

### **Background and Evidence:**

The respondent did not attend and after keeping the conference line open for 15 minutes, the hearing commenced with the applicant's submissions. He said his trailer is in a spot designated as one of the licensed camping spots and not on a manufactured home park site, he does not have a tenancy agreement but an agreement titled "Registration for Camper Spot". In the agreement it states the rent is \$20 a day but \$480 if paid monthly and \$25 for a washroom key deposit. The applicant has been there for 4 months and can move out anytime but would need to give a few days notice in order to get any rent refund. There was no security deposit.

He said there was no formal Notice to End Tenancy. The respondent gave him a printed paper with about 3 lines on it telling him he was no longer welcome. He said he offered to pay the rent but the respondent does not accept it and his hydro and water have been cut off.

The landlord submitted documentary evidence of the Registration, the Rules for Camper Spots which state the campers may leave at any time or be asked to leave at any time, a letter to the tenant from the respondent telling him he must vacate or be towed, copies of the municipal Bylaws and Business licence showing the Respondent is licensed for some camping spots (the applicant says there are 7) and copies of two previous decisions on similar matters.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis:**

I find the *Manufactured Home Park Tenancy Act* does not apply to the arrangement between the Applicant and the Respondent. The Act states in section 2 that it applies to tenancy agreements, manufactured home sites and manufactured home parks. The undisputed evidence is that the applicant's trailer is not on a manufactured home site and he does not have a tenancy agreement, which is defined in the Act as an agreement respecting possession of a manufactured home site.

Furthermore, he was not served a Notice to End his tenancy as a tenancy as defined in the Act does not exist. As discussed with the applicant, I find I have no jurisdiction in this matter.

**Conclusion:**

Pursuant to section 2 of the Act, I find this matter is not within my jurisdiction.

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: October 24, 2013

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Residential Tenancy Branch

