



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, O, OPL, OPR, CNR, OPT, AAT, LAT, O, FF

Introduction

Both parties have applied for numerous orders.

Issue(s) to be Decided

Is this a tenancy to which the Residential Tenancy Act applies?

Background and Evidence

There is no written agreement of any kind between the parties. No rent has ever been paid by the “tenant” to the “landlord”. No security deposit has ever been paid. Both parties agree that it was never their intention that they have a landlord-tenant relationship.

Based upon documents provided and brief testimony, there was a verbal agreement made that the “tenant” would buy the subject manufactured home from the “landlord” for \$20,000. An initial payment of \$10,000 was made. The “tenant” moved into the premises, but made no further payment, and now refuses to move out. The owner of the manufactured home park apparently will not approve of the “tenant” as an occupant. The “landlord” wants the balance of his sale moneys, while the “tenant” either wants to be able to reside in the premises, or else receive his \$10,000 back.

Analysis

The Residential Tenancy Act applies only to landlord and tenant relationships, and residential tenancies. It does not apply to the contractual disputes regarding the sale of a manufactured home. Similarly, the Manufacture Home Park Tenancy Act applies to tenancies that involve paid rent for manufactured homes. It does not apply to disputes over the sale of the manufactured home.

In this case, both parties advised me that they do not believe that a landlord-tenant relationship exists. The verbal agreement appears to be a form of agreement to purchase, with possession being granted pursuant to that agreement. Such an agreement is clearly not a tenancy agreement.

As there is no tenancy in this matter, then I have no authority (or “jurisdiction”) over the tenant’s possession of the premises, and no authority to make any binding orders regarding this dispute. I find that neither the Residential Tenancy Act nor the

Manufactured Home Park Tenancy Act governs this dispute. This is not a residential tenancy as contemplated by such legislation, and therefore the rights and obligations under those Acts do not apply.

Conclusion

Jurisdiction over this claim is denied.

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: November 14, 2013

Residential Tenancy Branch