



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brownsville R.V. Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OPT, AAT, LAT

Introduction

This is an application for a monetary order for \$5,000.00, a request for an order of possession, a request for an order to allow access to the unit or site, and a request to authorize the tenant to change the locks to the rental unit.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The first issue I dealt with is whether or not the Manufactured Home Park Tenancy Act as jurisdiction in this matter.

Background and Evidence

The applicant has provided a copy the application he filled out when he moved into this rental unit, and it is titled a license to occupy the RV park.

The landlord testified that:

- This is not a Manufactured Home Park Tenancy; this is simply a license to occupy a space in this RV Park.
- There is no requirement for the occupants of the RV Park to give any notice to vacate and there are no permanent hookups.

- The units are hooked up to water through a hose and are not supplied with any frost free connections.

Analysis

Based on the evidence provided, it's my finding that this is a license to occupy an RV site, and is not a Manufactured Home Park tenancy.

The applicants unit is a recreational vehicle that has been placed in an RV park that does not have permanent hookups, and does not have any requirement to give any notice prior to vacating.

It is my finding that the intent, when the parties entered into this agreement, was that this would be a license to occupy.

Even the application signed by the parties' states that this is a license to occupy and although this was a fairly long tenancy, the passage of time alone does not change the nature of this agreement from a license to a tenancy.

Conclusion

The Manufactured Home Park Tenancy Act does not have jurisdiction over licenses to occupy and I therefore decline jurisdiction over this matter.

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: April 24, 2014

Residential Tenancy Branch

