



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYALWOOD GOLF & RV RESORT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RPP AAT

Introduction

This hearing was convened as a result of the applicant's application seeking remedy under the *Manufactured Home Park Tenancy Act* (the "Act"). The applicant applied for an order directing the landlord to return the tenant's personal property, and to allow access to (or from) the unit or site for the tenant or the tenant's guests.

The tenant, two advocates for the tenant, the landlord and a support for the landlord attended the hearing. The parties were affirmed at the outset of the hearing.

Preliminary and Procedural Matters

The parties agreed that the applicant's personal property was seized by a bailiff company. A Notice of Seizure document from the bailiff company dated September 9, 2014 was submitted in evidence. The landlord stated that the bailiff seized the applicant's property in accordance with the Trespass Act as the applicant had a camping agreement and not a tenancy agreement and failed to pay the camping fees. One of the advocates for the tenant claimed that the Shelter Information Form submitted in evidence supports that a tenancy agreement existed between the parties.

As the applicant no longer occupies the dispute address or site, I find the applicant's request to allow access to (or from) the unit or site for the tenant or the tenant's guests to be moot.

Prior to the end of the hearing, I note that one of the advocates for the tenant used profane language and disconnected from the hearing once my decision to decline jurisdiction had been rendered.

Evidence and Conclusion

As the parties agreed that the applicant's personal property was seized by a bailiff company, I find that I do not have jurisdiction to resolve this dispute between the parties.

Although I make no finding on whether the parties had a camping agreement as the camping agreement was not submitted in evidence, I note that a Shelter Information Form does not constitute a tenancy agreement under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 2, 2014

Residential Tenancy Branch

