



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUN VALLEY TROUT PARK INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      mndc, olc, psf, rp, rpp

### Introduction

The tenant applies for a monetary order, repairs to his motorhome, and the return of personal possessions.

### Issue(s) to be Decided

1. Is this a tenancy to which the Manufactured Home Park Tenancy Act (the “Act”) applies?
2. If so, is the tenant entitled to the requested orders?

### Background and Evidence

The tenant testified that he has rented a pad for his motorhome on the landlord's premises for about 6 months. He paid his rent for August, left to work for about a week, and when he returned later that month the motorhome was damaged and moved off the pad, and empty of possessions.

The landlord contends that I have no jurisdiction in this matter. The premises is a campground offering non-serviced sites for tenters and serviced sites for recreational vehicles. The serviced sites have electrical hookup, sewer, non frost-free water connections and wifi. Shower and toilet facilities are available in the park. Guests are required to register. Sites are rented on a daily rate with discounts for two week stays and monthly stays. GST is charged on all registrations. There is no site or security deposit, and guests can leave at any time without notice. Visiting hours are imposed and visitors must register. The landlord has access to all sites for landscaping, grass cutting and maintenance.

### Analysis

The first issue I must determine is whether the Act applies to this living accommodation. If that legislation does not apply, then I have no authority (or “jurisdiction”) over this living arrangement, and no authority to make any binding orders regarding this site rental or living arrangement. The factors that distinguish a tenancy agreement from a license to occupy are discussed in Policy Guideline #9. It is noted that the definition of “tenancy agreement” in the Residential Tenancy Act includes a license to occupy. However, the Manufactured Home Park Tenancy Act does not contain a similar provision and does not apply to an occupation of land that under the common law would be considered a license to occupy.

A license to occupy is a living arrangement that is not a tenancy. Under a license to occupy, a person, or "licensee", is given permission to use a site or property, but that permission may be revoked at any time. Under a tenancy agreement, the tenant is given exclusive possession of the site for a term, which can include month to month. The landlord may only enter the site with the consent of the tenant, or under the limited circumstances defined by the Manufactured Home Park Tenancy Act. A licensee is not entitled to file an application under the Manufactured Home Park Tenancy Act.

There are some factors that suggest the arrangement may be a tenancy. For example, payments closely resembling rent are made to secure specific sites for a specific period of time. There are services (hook up for water and hydro and septic) provided by the landlord. Some of the tenants are there long term (year round).

There are far more compelling factors, however that satisfy me that the arrangement is not a tenancy. The premises are located in a campground, not a Manufactured Home Park. Payment of a security deposit is not required. The landlord has ongoing access to the site, and provides maintenance services on the pad without having to give notice. The tenants may vacate at any time without notice. There is a registration form, but no written tenancy agreement that suggests the Manufactured Home Park Tenancy Act applies. GST is charged on all registrations. The tenant pays for the utility of hydro, based on a meter readout.

I find that the Manufactured Home Park Tenancy Act does not apply to this occupancy. Given that the motorhome in question is a "travel accommodation", it is also clear that the Residential Tenancy Act would not apply to this relationship (see section 4.e.)

As this is not a residential tenancy or Manufactured Home Park tenancy, the rights and obligations under those legislations do not apply, and I have no authority to resolve the dispute between the parties.

#### 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 *Manufactured Home Park Tenancy Act*.

Dated: October 24, 2014

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Residential Tenancy Branch

