



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STERLING MANAGEMENT SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

OPR, MNR, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the fee for filing an Application for Dispute Resolution.

The Agent for the Landlord stated that on January 15, 2015 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord wishes to rely upon as evidence were sent to the Respondent, via registered mail. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Manufactured Home Park Tenancy Act (Act)*; however the Respondent did not appear at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent?

### Background and Evidence

The Agent for the Landlord stated that he entered into a written tenancy agreement with a male who is not named in this Application for Dispute Resolution, whom I will refer to as "DC".

The Agent for the Landlord stated that the tenancy agreement with DC began in 2009; that the rent due under this tenancy agreement is currently \$364.00 per month; and that neither party has given written notice to end this tenancy.

The Agent for the Landlord stated that approximately one month ago DC told him he was no longer living in the rental unit and that he sold the manufactured home to the Respondent. The Agent for the Landlord stated that a title search of the Manufactured Home Registry shows the manufactured home is owned by the Respondent.

The Agent for the Landlord stated that he has never entered into a written or oral tenancy agreement with the Respondent.

The Agent for the Landlord stated that \$456.00 in rent is outstanding for the period ending on January 31, 2015.

The Witness for the Landlord stated that on January 07, 2015 he posted a Ten Day Notice to End Tenancy for Unpaid Rent on the door of the manufactured home, which had a declared effective date of January 17, 2015. A copy of this Notice was submitted in evidence.

### Analysis

Before considering the merits of the Landlord's Application for Dispute Resolution, I must determine whether this Application has jurisdiction under the *Act*. Only relationships between landlords and tenants can be determined under the *Act*.

On the basis of the undisputed evidence, I find that the Landlord has never entered into a tenancy agreement with the Respondent. As the Respondent appears to be living on the site in the absence of a tenancy agreement, I must conclude that she is an occupant of the site who has no rights or obligations under the *Act*.

As the Respondent is not a tenant of the site and has made no agreement with the Landlord regarding this tenancy, I find I have no jurisdiction over their relationship.

The Landlord retains the right to file an Application for Dispute Resolution in which he names DC.

### Conclusion

I dismiss the Application for Dispute Resolution as I do not have 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 *Act*.

Dated: February 03, 2015

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Residential Tenancy Branch