



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNC; DRI; MNDC; OLC; PSF; FF

### **Introduction**

The Applicant seeks to cancel a Notice to End Tenancy for Cause; to dispute an additional rent increase; compensation for damage or loss under the Act, regulation or tenancy agreement; an Order that the Respondent comply with the Act, regulation or tenancy agreement; an Order that the Respondent provide services or facilities; and to recover the cost of the filing fee from the Respondent.

The parties gave affirmed testimony at the Hearing.

### **Preliminary Matter - Jurisdiction**

The Applicant provides on his Application for Dispute Resolution that he is filing his Application under the Residential Tenancy Act ("RTA") and also under the Manufactured Home Park Tenancy Act ("MHPTA").

The Applicant submitted that this matter is within the jurisdiction of both of the Acts because he received a Notice to End Tenancy from the Respondent which was issued under both of the Acts. A copy of the Notice was provided.

The Respondent's advocate submitted that the Applicant is the "purchaser" of the manufactured home and that the Respondent is the "lender", in an agreement to purchase the home. He submitted that the Respondent has allowed the Applicant to "park on his land" and that therefore there are two separate agreements.

A copy of a document was provided in evidence entitled "January 1, 2014 Loan/Purchase Agreement Schedule of payments from [Applicant] to [Respondent] from January 1, 2014 to December 31, 3014 (sic) Including Pending New Agreement to July 31, 2015 Pro Forma". This document sets out payments made towards purchase of the manufactured home, with interest charged at 5%. The document also provides for "pad payments", some of which have been added to the "total owing".

### **Analysis**

Based on the testimony of both parties, I find that the Applicant has an interest in the manufactured home which exceeds the right to possession of the home under a tenancy agreement. I find that the Acts do not have jurisdiction over “rent to purchase” agreements and that the parties have incorporated the “pad rent” in the loan agreement.

In addition, Section 4(a) of the MHPTA provides that the MHPTA does not apply to a tenancy agreement under which a manufactured home site and a manufactured home are both rented to the same tenant. Section 4(j) of the RTA provides that the RTA does not apply to tenancy agreements which fall under the MHPTA.

### **Conclusion**

I decline to accept jurisdiction in this matter for the reasons provided above.

Dated: March 16, 2015

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Residential Tenancy Branch