



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, OPT, AAT, AS, SS, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant under the *Manufactured Home Park Tenancy Act* (the “Act”).

The Tenant appeared for the scheduled hearing and provided affirmed testimony as well as some written evidence before the hearing. There was no appearance for the two respondents named on the Tenant’s Application during the 42 minute hearing.

Preliminary Issues

The Tenant had explained in the details section of the Application that she did not have a tenancy with the two parties named on the Application. Therefore, before I made any legal findings in this matter, I turned my mind to the role of the parties in this dispute. The parties referred to in this decision are fully named and referenced on the front page of this decision.

The Tenant testified that her tenancy with the company Landlord (“SMH”) and the owner (“JL”), collectively referred to as the “Landlords”, for the manufactured home site (the “site”) began eight years ago. The Tenant testified that a written tenancy agreement was completed for a fixed term of six months after which it continued on a month to month basis. A copy of this agreement was not provided into evidence. The Tenant testified that the rent for the site started off at \$325.00 and then increased to the current amount of \$370.00.

The Tenant explained that in December 2014 she was approached by the purchaser (“LC”) who wanted to purchase her mobile home. The Tenant agreed and LC paid a deposit of \$300.00 towards the price of the mobile home. The Tenant testified that LC then failed to make any more payments after that. However, in July 2015 she was again

approached by LC who offered more money (\$2,125.00) towards the purchase price of the mobile home. The Tenant accepted the money and LC was going to finalise her finances and documents for the full price thereafter.

In the meantime, the Tenant provided her Landlords with a notice to end her periodic tenancy on July 31, 2015 for August 31, 2015 on the basis that she was in the process of selling her mobile home. However, by the end of August 31, 2015, LC had not made any further payments towards the purchase of the mobile home. As a result, the Tenant paid the Landlords rent to the current park manager ("PW") for September 2015, including a water bill which was accepted by the Landlords and the tenancy was re-instated.

The Tenant testified that LC promised to pay all the funds towards the purchase of the mobile home by the end of October 2015. Therefore, she again provided the Landlords with a second notice to end her tenancy on September 26, 2015 for October 31, 2015. However, the Landlords failed to accept rent from the Tenant on October 1, 2015.

The Tenant testified that on October 29, 2015 she received a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"). The Notice was provided into evidence and the Tenant testified that it was slid under her door. When the Tenant examined the Notice it was from a person by the name of ZM. The Tenant testified that she did not know who this person was but suspected that it may be an agent/son of LC. The Notice was for the amount of \$387.00 in unpaid rent due on October 1, 2015. The Tenant submitted that she does not have a tenancy with LC or ZM and that there is a dispute between these parties regarding the purchase of the mobile home which she would like to resolve, not unpaid rent.

The Tenant explained that on November 1, 2015 the Landlord informed her that she no longer had a tenancy with them. As a result, she left the manufactured home park knowing that she had ended her tenancy. The Tenant explained that when she returned to collect her belongings, PW refused her entry into the manufactured home park and to her site explaining that LC had entered into a tenancy agreement with the Landlords to rent the Tenant's site.

The Tenant was asked what remedy she was seeking from this hearing. The Tenant explained that she wanted to resolve the purchase dispute of her mobile home for which she is the legal and registered owner and that she wanted the tenancy between LC and her Landlord to be deemed illegal. However, the Tenant did acknowledge that the Act did not have jurisdiction over a purchase dispute.

The Tenant explained that she wanted her personal property back from the Landlord as the Landlord is preventing her from getting it back.

Preliminary Findings

In considering the Tenant's Application, I accept the Tenant's evidence that she did not enter into a tenancy agreement with LC or ZM. There is no evidence before me to suggest otherwise. Therefore, I find ZM had no authority under the Act to issue the Tenant with the Notice. Rather, I find the evidence before me is that the Tenant had a tenancy agreement with the company Landlord and owner of the manufactured home park which started eight years ago and was ended by the Tenant through a notice to end tenancy for the end of October 2015.

As set out in section 51 of the Act, applications can only be made between landlords and tenants. Therefore, the tenant and purchaser should seek legal advice on the appropriate court to resolve their dispute over the purchase of the mobile home.

In relation to requests made by the Tenant from her Landlord, such as a request to allow access to the rental unit and for the return of personal property, I note that the Tenant only named and served LC and ZM with notice of this hearing. Therefore, as the Tenant has named the incorrect parties on her Application, I am unable to make any legal findings in relation to the tenancy between the Tenant and her Landlord. As a result, I dismiss the Tenant's Application. However, the Tenant is at liberty to re-apply identifying the correct Landlord.

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: January 05, 2016

Residential Tenancy Branch

