



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      OPC, FF (Landlords' Application)  
   CNC, MNDC, FF (Tenants' Application)

### Introduction and Preliminary Matter

This hearing convened as a result of Cross Applications filed under the *Manufactured Home Park Tenancy Act*.

In the Landlords' Application for Dispute Resolution they sought an Order of Possession based on a 1 Month Notice to End Tenancy for Cause issued on January 20, 2016 (the "Notice") and to recover the filing fee.

In the Tenant's Application for Dispute Resolution filed February 26, 2016 they sought an Order cancelling the Notice (which they indicated was received on February 24, 2016), a Monetary Order for money owed or compensation for damage or loss under the *Manufactured Home Park Tenancy Act*, the regulations or the tenancy agreement and to recover the filing fee.

A.B. testified that he and his wife, V.B. (who are named as the Landlords on the application) are in fact the managers of the R.R.M. Trailer Park. He stated that he had instructions from the owners to appear at this hearing.

A.B. testified that the tenancy began November 2, 2011.

The parties attended a previous hearing on January 12, 2016. The Decision resolved all matters by agreement save and except for the Tenants' claim for monetary relief. The terms of the settlement were as follows:

- a.     *The tenants shall retain the services of a satellite dish technician at their expense and shall work together with the landlord in an attempt to relocate the satellite dish to a mutually convenient position,*
- b.     *The tenants shall use their best efforts to clean up their yard, and*
- c.     *The parties will treat each other with courtesy and respect for the remainder of the tenancy.*

The settlement was recorded pursuant to section 56 of the *Manufactured Home Park Tenancy Act*.

Eight days after the parties reached the above comprehensive settlement, and on January 20, 2016, the Landlord issued the Notice. A.B. testified as to the reasons for issuing the Notice are that the Tenants have not complied with the January 12, 2016 Decision within a reasonable amount of time and were disrespectful of the managers.

Tenants then applied for Review Consideration of the January 12, 2016 Decision. By Decision dated January 29, 2016, the Tenants' application for review consideration was dismissed, and the January 12, 2016 Decision confirmed.

It appears that the circumstances between the parties has deteriorated considerably since the January 12, 2016 hearing. Both parties have called the police on the other. Reports to the Ministry of Children and Family Development have also been made. Currently the parties are prohibited from communicating with one another. It is not necessary, for the purposes of this Decision, that I make any findings as to who is responsible for these problems.

S.K. testified on behalf of the Tenants. She stated that she and D.S. wish to move from the manufactured home park or sell the manufactured home. She stated that they are unable to do so as they do not have legal title to the manufactured home. S.K. further testified that they purchased the manufactured home from V.B. and A.B., and because V.B. and A.B. have not provided the electrical permit, legal title to the manufactured home has not been transferred, and continues to be registered in the name of V.B. and A.B.

S.K. confirmed that they have filed an application in the B.C. Provincial Court (Small Claims Division) for an Order that V.B. and A.B. provide the electrical permit, and transfer papers, thereby facilitating the sale or move of the manufactured home, or repay to S.K. and D.S. the price they paid to V.B. and A.B. for the manufactured home. A settlement conference date has been set for May 24, 2016.

A.B. confirmed that a Small Claims action remains outstanding. He further stated that it was the responsibility of S.K. and D.S. to transfer the manufactured home into their name and that he did not realize he continued to be the legal owner.

The Tenants confirm they now pay their rent to the owner of the manufactured home park as they no longer communicate with V.B. and A.B. Prior to this, their payments were made to V.B. and A.B.

The *Manufactured Home Park Tenancy Act* does not apply to all situations involving manufactured homes. Section 4 of the *Act*, specifically provides that the *Act* does not apply to a tenancy agreement under which the site and home are rented to the same tenant; for ease of reference I reproduce that section below:

**What this Act does not apply to**

4 This Act does not apply with respect to any of the following:

- (a) a tenancy agreement under which a manufactured home site and a manufactured home are both rented to the same tenant;
- (b) prescribed tenancy agreements, manufactured home sites or manufactured home parks.

As I am unable to determine who owns the subject manufactured home, I am unable to determine whether the rent currently paid is for the manufactured home site, the manufactured home or both.

The ownership of the manufactured home is the subject matter of a dispute currently before the B.C. Provincial Court. Until that determination is made, whether by agreement at the settlement conference on May 24, 2016, or as a result of a determination by the court, I decline jurisdiction of this matter.

Conclusion

The ownership of the manufactured home is not determined. Pursuant to section 4 of the *Manufactured Home Park Tenancy Act* I decline 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 *Manufactured Home Park Tenancy Act*.

Dated: March 30, 2016

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Residential Tenancy Branch

