



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0868732 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent and for a monetary award for unpaid rent and late fees.

Both parties attended the hearing, the landlord by its two representatives, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

The landlord submitted a tenancy agreement with a person other than the respondent.

Issue(s) to be Decided

Is the respondent the landlord's tenant and so liable for payment of rent? If so, has this tenancy ended as a result of the Notice? Does the tenant owe rent or late fees?

Background and Evidence

The manufactured home site is located in a 115 site manufactured home park. The tenancy started in October 2015. The pad rent is \$335.00 per month, due on the first of each month.

The respondent owns the manufactured home on the site.

The landlord's representative Ms. E.M. testifies that the respondent is resident in that manufactured home and has dealt with the landlord concerning the site and has promised to pay outstanding rent. She says that he has represented himself as the tenant. He has been in the park office many times and "admitted responsibility."

The landlord submits a written tenancy agreement. From appearances it is a standard form of tenancy agreement created by manufactured home park owners' association in the province.

The introductory portion of the agreement lists the applicant numbered company as the landlord but does list any one as a tenant. Clause 5 "OCCUPANTS" indicates that the manufactured home will be occupied by the respondent and by C.M., whom the respondent says is his mother.

The agreement has not been signed by the respondent. It has been signed only by C.M. Each page of the document has been initialled by C.M.

The landlord's representative indicates that the previous property managers who prepared the tenancy agreement made a mistake in not obtaining the respondent's signature.

The respondent does not admit that he is the tenant.

Analysis

The purpose of a written agreement regarding land is to make clear the three essentials to the contract: the parties, the property and the price.

Here it can be reasonably concluded that C.M. is the tenant. It appears she signed the document and initialled each page.

There is no evidence to indicate that the respondent was subsequently added as a tenant.

Whether or not the previous property managers erred is beside the point in my view. The landlord does not have the respondent signed up as a tenant. Should the respondent have made his own application claiming to be a tenant, the landlord could well have held up the tenancy agreement as proof that he was not a tenant.

I find that the written tenancy agreement is conclusive and that the landlord's tenant is the one who signed the tenancy agreement the landlord prepared. It is she who has the legal right to possess the site and the legal obligation to pay rent. The landlord must seek its relief against that person, not the respondent.

Conclusion

The application is dismissed.

This decision was rendered orally after hearing and 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: April 29, 2016

Residential Tenancy Branch