



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAPLE POOL CAMPSITE INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing convened as a result of the Landlord's Application for Dispute Resolution wherein the Landlord requested an Order of Possession and monetary compensation based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on August 3, 2016 and to recover the filing fee.

Only J.L. appeared at the hearing; she stated that she is the owner and manager of the manufactured home park. She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

J.L. testified she personally served the Respondent with the Notice of Hearing and the Landlord's Application on August 31, 2016. I accept the Respondent was served with notice of the hearing and proceeded in her absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Applicant entitled to an Order of Possession?
2. Is the Applicant entitled to a Monetary Order for unpaid rent?
3. Should the Applicant recover the filing fee?

### Background and Evidence

J.L. testified that the manufactured home is a travel trailer which is owned by an organization, D.T.D.. She stated that to her knowledge, D.T.D. does not charge the Respondent occupational rent for use of their manufactured home. She further stated that she has a total of six manufactured homes in the park which are owned by D.T.D. She stated that in each case the Tenant is responsible for paying the pad rental and the electrical utility directly to J.L. She stated that the other five occupants of the manufactured homes have tenancy agreements directly with J.L. She confirmed, however, that there was no tenancy agreement with the Respondent as the Respondent refused to sign a tenancy agreement.

J.L. stated that the tenancy began May 12, 2013. Monthly pad rent was \$350.00 in addition to electricity utility.

J.L. testified that the Respondent has not paid rent or utilities and as a result J.L. issued the Notice on August 3, 2016. The Notice informed the Respondent that the sum of \$8,450.00 was owed for rent and \$3,112.62 for electrical utilities. Also Introduced in evidence was a copy of a letter from J.L. to the Respondent dated August 3, 2016 wherein the Landlord provided the Tenant with a breakdown of the amounts owing.

The Notice informs the Respondent that she had five days from receipt of the Notice to pay the outstanding rent or file an Application for Dispute Resolution. J.L. confirmed the Respondent failed to pay the outstanding rent and failed to apply for dispute resolution.

J.L. further confirmed that as of October 2016 the amount of \$9,500.00 was owed for rent and \$3,112.62 for utilities for a total owing of \$12,662.62.

J.L. stated that it appears as though the Respondent is not receiving the assistance she requires from D.W.T. J.L. further stated that she is very concerned for the Respondent's well-being.

### Analysis

After careful consideration of the evidence before me, the undisputed testimony of the Applicant and on a balance of probabilities, I find as follows.

Although not at issue, I wish to confirm that the recreational vehicle, described as a "travel trailer" by the Applicant, and which is the subject of this proceeding, is a manufactured home as contemplated by the *Act* as it is a "structure that is designed,

constructed and manufactured to be moved from one place to another and is used as permanent living accommodation” (section 1 of the *MHPTA* and *Steeves v. Oak Bay Marina Ltd.*, 2008 BCSC 1371).

Although the accommodation falls within the scope of the *Act*, I find that no tenancy exists between the parties. Rather, I find that a tenancy exists between the Applicant and the organization, D.T.D. I find that the Respondent is a Tenant of the organization, D.T.D., and therefore no tenancy exists directly between the Applicant and the Respondent.

While D.T.D. may allow their tenants to reside in their recreational vehicles without paying occupancy rent, it is likely a express or implied term of that tenancy agreement that the tenants of D.T.D. will pay the pad rental and electricity directly to the Applicant, who is in fact D.T.D.’s Landlord. Although for practical purposes rent may be paid directly to the Applicant from the occupants of D.T.D.’s recreational vehicles, this does not create a legal relationship between the Applicant and Respondent which falls under the *Manufactured Home Park Tenancy Act*.

The appropriate respondent in this action is D.T.D. Accordingly, the Application before me, wherein J.L. seeks an Order of Possession and monetary compensation pursuant to the *Manufactured Home Park Tenancy Act*, against the Respondent directly, is dismissed.

### Conclusion

The Applicant and the Respondent do not have a tenancy which falls under the *Manufactured Home Park Tenancy Act*. The tenancy is between the Applicant and the owner of the manufactured home/travel trailer, D.T.D. Accordingly, the application before me is dismissed.

The Landlord must reissue the Notice to End Tenancy for Unpaid Rent or Utilities naming and serving D.T.D. as the Tenant.

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: October 21, 2016

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Residential Tenancy Branch

