



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, CNC, FF, LRE, MNDC OLC, PSF, RP, RR

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order that the respondents pay the cost of emergency repairs
- b. An order that the respondents make repairs to the unit, site or property
- c. An order that the respondents provide services or facilities required by law
- d. A monetary order in the sum of \$3117
- e. An Order for Possession
- f. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing by registered mail to where the agent for the landlord carries on business.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the applicants are entitled to an order for emergency repairs?
- b. Whether the applicants are entitled to an order for repairs?
- c. Whether the applicants are entitled to an order that the landlord provide services or facilities required by law.
- d. Whether the applicants are entitled to a monetary order and if so how much?
- e. Whether the applicants are entitled to recover the cost of the filing fee?

### Background and Evidence

The applicants produced the copy of a document dated July 1, 2010 where the parties signed a rental agreement (Letter of Intent) which allowed the applicants to move onto, occupy and own a designated piece of property. The respondents deny the form of document provided by the applicant accurately sets out their agreement. CD testified her husband had recently passed away and she was friends with the tenants. She agreed to allow them to move a bus onto the property and to live in it. However, this was not a tenancy agreement. No rent was charged. The tenants did not pay a security deposit. The respondent described the agreement as a caretaker's agreement. The tenants ran an extension cord from the power source.

In July the power source was cut off. The applicants blame the respondents. The respondents testified the Hydro inspector cut it off because it was a danger. This is a serious situation for the applicant as the female applicant needs constant oxygen to survive. The applicants installed a generator. However, this is prohibitively expensive.

The relationship between the parties is unclear. The representative of the respondents submits that it is a licence to occupy and not a tenancy relationship. The representative of the applicant submits it is a tenancy agreement under the Manufactured Home Park Tenancy Act, or alternatively under the Residential Tenancy Act. The situation is critical as it is the start of winter and the female applicant needs power to operate her breathing machines.

### Settlement:

The parties made submissions as to whether I had jurisdiction and whether I should order that the landlord restore the power. The parties then engaged in a negotiation and came up with the following settlement. I determined in the circumstances that it was not necessary for me to consider whether I had jurisdiction but that I could record their settlement as it met the interests of both sides.

The parties settled the matter as follows and they asked that I record the settlement as follows:

- a. The applicants shall vacate the property on or before May 31, 2016.
- b. The respondents shall permit the tenants to run a single extension cord from the power box to their bus.
- c. The applicants shall pay to the respondents 50% of the hydro bill within 7 days upon being provided with a photocopy of the hydro bill.
- d. The applicants are not responsible to pay any portion of the latest hydro bill for the period prior to November 28, 2016. The applicants shall pay 50% of the

hydro bill for the period commencing November 28, 2016 to the date of the bill calculated on a per diem basis.

Conclusion

**I determined it was appropriate to record the agreement.**

I have not considered the issue of jurisdiction or the other claims on the merits and I dismissed those issues with leave to re-apply.

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: November 22, 2016

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Residential Tenancy Branch

