



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This is an application brought by the Landlord requesting an order to have a camper, in which the respondent is living, removed from his property.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally.

Both parties were affirmed.

Issue(s) to be Decided

The first issue I dealt with was, whether the Residential Tenancy Act has jurisdiction over this matter.

Background and Evidence

Applicant testified that, he has allowed the respondent to park his truck and camper in his front yard.

The applicant further testified that, no security deposit has been collected, there is no fixed amount of rent that has been paid, and there are no services or facilities provided to the respondent.

The applicant further testified that the property is not zoned to allow people to live in vehicles parked on the property.

The applicant further stated that, there is no exclusive possession of the property given to the respondent.

Analysis

The definitions of tenancy and tenancy agreement under the Residential Tenancy Act are as follows:

"tenancy" means a tenant's right to possession of a rental unit under a tenancy agreement;

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;

In this case, there is no rental unit, the applicant has simply allowed the respondent to park a truck and camper on his property, and therefore this situation does not meet the definition of tenancy or tenancy agreement under the Residential Tenancy Act.

Further, it is my finding that this agreement does not even fall under the Manufactured Home Park Tenancy Act, as the definitions of tenancy and tenancy agreement under the Manufactured Home Park Tenancy Act read as follows:

"tenancy" means a tenant's right to possession of a manufactured home site under a tenancy agreement;

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a manufactured home site, use of common areas and services and facilities;

In this case, this is not a manufactured home site, and is not even zoned to allow people to live in manufactured homes on the property. Further the applicant is providing no services or facilities to the respondent.

It is my finding therefore, that this is a license to occupy, however this truck and camper would, at best, be considered a manufactured home, and since the Manufactured Home Park Tenancy Act does not include a license to occupy in the definitions of the tenancy, the Manufactured Home Park Tenancy Act would not have jurisdiction over this matter.

A license to occupy is defined in the Residential Policy Guideline number 9 as follows:

A licensed occupy is a living arrangement that is not a tenancy. Under the license to occupy, a person, or “licensee”, is given permission to use the site or property, but that permission may be revoked at any time.

It is my decision therefore that this dispute does not fall within the jurisdiction of either the Residential Tenancy Act, or the Manufactured Home Park Tenancy Act.

Conclusion

Pursuant to section 62 of the Residential Tenancy Act I declined jurisdiction over this matter.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 06, 2017

Residential Tenancy Branch