



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC BORDER RV PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, FF

Introduction

The applicant seeks damages claiming that she is a tenant and that the landlord has interfered with her enjoyment of her home, harassed, threatened, stalked and slandered her and has wrongfully seized personal property of hers.

The landlord argues that the *Manufactured Home Park Tenancy Act* (the “Act”) does not apply.

The initial question of jurisdiction was dealt with and proved conclusive.

Both parties attended the hearing 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.

Issue(s) to be Decided

Is the relationship between the parties governed by the *Act*?

Background and Evidence

The tenant resides in her “fifth wheel” trailer in the landlord’s “RV Park.” She has resided there since March 2015. Her trailer was apparently removed by a bailiff in March of this year. The monthly rent or charge was originally \$600.00 and ultimately \$650.00 per month. She paid an extra \$10.00 per month for wifi service.

The park is an "RV Park" meaning a "recreational vehicle" park and is described as such in all the documents presented during this hearing.

The tenant's trailer is a recreational vehicle. It is on wheels and is designed to be hooked to a motorized vehicle and towed from place to place.

The tenant has converted the trailer into a full time residence for herself. From the photos she has provided of the interior of the trailer, it gives the appearance of being a very well appointed, if small, manufactured home. Further, she has insulated the water and sewer attachments for the trailer and has skirted its exposed lower portion. She landscaped to area around the trailer. She has placed patio blocks outside and has developed a garden and patio area.

At the start of her stay in the park the tenant paid the landlord \$100.00 as security for payment of Hydro bills. It appears that each spot or site in the park has its own power meter. The tenant is responsible to pay for that power.

The landlord submits that the tenant's site is a recreational vehicle "pad." He says there are no manufactured homes in the park. He denies that the tenant has exclusive possession of the pad.

He says that there are 119 spots in the park. The average stay on each spot is a bit over a month. He does not dispute the tenant's assertion that some folks have rented spots for years. He notes that the landlord occasionally moves trailers around in the park. This trailer has not been moved.

Some occupants in the park rent daily and some weekly.

The landlord submits that the park is a vacation resort with a pool and sauna. Cablevision is provided at no charge

Both parties referred to the rental receipts issued by the landlord. The receipts all contain a "notice to guest" provision which states that "this property operates under BC Guidelines "license to occupy" and reserves the right to remove anyone who does not comply with park rules and regulations."

The receipt states "[m]aximum stay is 30 days renewable at the Park's discretion."

The landlord says he has a receipt signed by the tenant but it was not available at the hearing.

Analysis

The question is whether or not the relationship between the parties is one of landlord and tenant under the *Act*. Residential Tenancy Policy Guideline

Conclusion

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: September 13, 2017

Residential Tenancy Branch