



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover its filing fee for this application from the tenants pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that the tenants were served with the notice of hearing package and the submitted documentary evidence in person on May 10, 2018. I accept the undisputed affirmed testimony of the landlord and find that all parties have been properly served as per sections 88 and 89 of the Act.

At the outset the landlord confirmed that the original request for an early end to tenancy (ET) had been cancelled and that the tenants had been served with the amendment in person on May 11, 2018.

During the hearing the landlord cancelled his request for a monetary claim for unpaid rent of \$2,310.27. As such, no further action is required for this portion of the application.

During the hearing the landlord stated that this was a "campground" in which person or persons occupied a space/campsite, sometimes with a recreational vehicle or travel trailer. Discussions on this issue have resulted in my questioning of the Residential Tenancy Branch's jurisdiction in this matter. The landlord clarified there is no signed or verbal tenancy agreement. The landlord stated that space is rented out on a daily, weekly or monthly basis and in this case the tenants have occupied the space on a long term basis more than 1 year with no formal agreement. The landlord stated that the tenants have a "license to occupy" the space.

Residential Tenancy Branch Policy Guideline #9, Tenancy Agreements and Licenses to Occupy states in part,

The definition of “tenancy agreement” in the Residential Tenancy Act includes a license to occupy. However, the Manufactured Home Park Tenancy Act does not contain a similar provision and does not apply to an occupation of land that under the common law would be considered a license to occupy.

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

Section 4 of the *Residential Tenancy Act* sets out what the Act does not apply to, and, at 4(e) the Act says “living accommodation occupied as vacation or travel accommodation”. The evidence of the landlord is that this is a “campground” in which the tenants have a “license to occupy” the campsite normally with a recreational vehicle or travel trailer. I find that this evidence shows that the rental unit was provided as “living accommodation occupied as vacation or travel accommodation” to which the *Residential Tenancy Act* does not apply. I therefore have no jurisdiction to render a decision in this matter. The application is dismissed as I do not have jurisdiction under the Residential Tenancy Act.

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: July 10, 2018

Residential Tenancy Branch