



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, OLC

Introduction

This hearing dealt with the Tenant's adjourned Application for Dispute Resolution filed under the *Residential Tenancy Act* (the "*Act*"). The Tenant's Application for Dispute Resolution was made on June 14, 2018. The Tenant applied to cancel Two Month Notice to End Tenancy for Landlord's Use of the Property, (the "Notice") issued on May 25, 2018, and requested more time to cancel the Notice. The matter was set for a conference call.

Initially, both parties attended the hearing, however, due to a clerical error, the hearing time had been double booked. This arbitrator verbally provided an alternate call in code to both parties and requested that they hang up and call back. However, only the Landlord was able to get through on the second call. This arbitrator attempted to call the Tenant to assist them in attending the hearing, however, was not able to get the Tenant on the phone.

This hearing had been reconvened in order to determine jurisdiction, and if the Notice to end tenancy had been issued under the correct legislation. I find that neither party submitted additional evidence regarding this tenancy. Therefore, I am not able to determine jurisdiction during this hearing.

However, based on the testimony of both parties during the hearing on August 9, 2018, I find that the Tenant lives in a fifth-wheel, in the backyard of the owner's property, and that the Tenant personally owns the fifth-wheel. Section 1 of the *Act* provides a definition of what constitutes a tenancy agreement.

Definitions

1 In this Act:

"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 license to occupy a **rental unit**;

I find that the Tenant, in this case, does not rent a "rental unit" from the Landlord and that this living arrangement does not meet the definition of a tenancy agreement under the *Act*.

Therefore, I find that the Notice issued by the Landlord on May 25, 2018, pursuant to section 49 of the Residential Tenancy *Act*, is of no force and effect.

As the Tenant was unable to call in and attend this hearing due to a clerical error, this arbitrator called the Tenant after the hearing ended and provided him with the same information provided to the Landlord during the hearing.

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: September 4, 2018

Residential Tenancy Branch