



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDCT OLC

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 9:55 a.m. in order to enable the landlord to call into this teleconference hearing scheduled for 9:30 a.m. on November 15, 2018. The tenant attended the hearing and gave sworn testimony. He was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord/tenant and I were the only ones who had called into this teleconference.

The tenant provided evidence that he served the Application for Dispute Resolution by registered mail. I confirmed the postal service attempted delivery to the landlord and left Notices to pick it up from October 4 to October 9, 2018 but the landlord failed to pick it up. I find the landlord was served pursuant to section 81 of the *Manufactured Home Park Tenancy Act* (the Act) and is deemed have received the Application pursuant to section 82 of the Act. The tenant claims compensation of \$4500 under the Act for damages and also requests the landlord be ordered to obey the Act and provide facilities.

Issues

Do I have jurisdiction in this matter? If so, to how much compensation is the tenant entitled?

Background and Evidence:

The tenant described his situation. He has an older trailer which he parked on a horse rescue farm. The only tenancy agreement was a shelter information form completed for the Ministry which stated his rent to be \$400 a month, utilities included. He paid \$200 security deposit. The area was like a big parking lot where the landlords charged trailers to park. He had no designated area exclusively for him. His water supply was a long

hose that froze in the winter and his electricity came through a long extension cord which the landlord cut at one point. There were several horses on the property and some kicked his trailer and damaged it and also his truck. The damages are estimated at \$4500 and he requests a monetary order for compensation.

Analysis:

I have considered all the evidence although all of it is not referenced in this Decision. I find Policy Guideline 9 of the Residential Policy Guidelines addresses situations such as the tenants. It states:

Although the Manufactured Home Park Tenancy Act defines manufactured homes in a way that might include recreational vehicles such as travel trailers, it is up to the party making an application under the Act to show that a tenancy agreement exists. In addition to any relevant considerations above, and although no one factor is determinative, the following factors would tend to support a finding that the arrangement is a license to occupy and not a tenancy agreement:

The home is located in a campground or RV Park, not a Manufactured Home Park.

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The property on which the manufactured home is located does not meet zoning requirements for a Manufactured Home Park.

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The property owner pays utilities such as cablevision and electricity.

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There is no access to services and facilities usually provided in ordinary tenancies, e.g. frost-free water connections.

The owner retains the right to enter the site without notice and retains control over portions of the site.

The Policy Guideline goes on to say that a license to occupy is a living arrangement that is not a tenancy and a licensee is not entitled to file an Application under the *Manufactured Home Park Tenancy Act*.

I find in this case that the tenant had a license to occupy and not a tenancy agreement. I find a Shelter Information sheet is not a tenancy agreement; the tenant had no frost free water connections and only an extension cord for electricity. As the tenant stated, there was a large parking area and he and some others parked there but had no exclusive possession to a site. The landlord and the horses could enter the area

without notice. Based on the weight of the evidence, I find this was an arrangement of a license to occupy and I have no jurisdiction in this matter.

Conclusion:

I dismiss this Application as I find I have no jurisdiction in this matter. The filing fee was waived.

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 15, 2018

Residential Tenancy Branch