



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DRINKWATER ENTERPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This hearing was set to deal with two applications that were joined together to deal with a *2 Month Notice to End Tenancy for Landlord's Use of Property* issued under the *Residential Tenancy Act*. All parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

Preliminary and Procedural Matters

I determined it necessary to explore the standing of the applicants as tenants and whether I have jurisdiction to resolve their disputes. As I informed the parties during the hearing, my authority to resolve disputes and issue orders is limited to residential tenancy agreements between landlords and tenants with respect to a residential rental unit or a manufactured home site.

The first application was filed by persons referred to by initials IK and KF. IK and KF have been occupying a de-registered manufactured home that cannot be moved off the property for several years with the consent of the previous owner of the property. IK and KF operate a farm on the rural property and did not pay any rent to the previous owner. According to the current owner appearing before me, the previous owner did not consider IK and KF to be his tenants and in turn he did not consider IK and KF to have a tenancy. After some discussion with respect to the definition of a "tenancy agreement" which includes a license to occupy, the parties were in agreement that IK and KF had at least a license to occupy the property with the previous owner. Where a license to occupy living accommodation that belongs to the owner of the property is given by the owner then a tenancy has formed under the *Residential Tenancy Act*. Also, since a tenancy runs with the land, when the property sells, the new owner of the property inherits the existing tenancy. Based on the information before me, I accepted that IK and KF have standing as tenants of the property under the *Residential Tenancy Act*.

The 2 Month Notice also named another party, referred to by initials DM. DM had been residing on the property in his own travel trailers pursuant to an agreement he made with IK and KF in exchange for payment of \$300.00 per month before the property sold to the current owner. DM did not enter into an agreement with the previous owner for use of the land. DM stated that he has since removed the travel trailers from the subject property and no longer resides on the property; however, he has left possessions on the property and stated he has a written agreement with the current owner to leave the possessions on the property for a certain amount of time. I informed DM that I was of the view that he did not have standing as a tenant under license to occupy or a tenancy with the owner of the property. DM explained that he had filed his application because the landlord had named him as a tenant on the 2 Month Notice. The landlord stated that he named DM on the 2 Month Notice as he was uncertain at the time of issuance who had a license to occupy the property or tenancy. Based on more recent information provided by DM, IK and KF the landlord stated that DM should not have been named as a tenant on the 2 Month Notice. Based on the information provided to me by all of the parties, I found that DM would be considered an occupant of the property under IK and KF's tenancy but that he did not have standing as a tenant with the landlord and I declined to accept jurisdiction with respect to DM's application.

DM requested that the agreement he has with the landlord with respect to storage of his possessions on the property be recognized and made official by me. I declined to do so as I found their agreement to be outside my jurisdiction as DM does not have a landlord/tenant relationship with the landlord to which the *Residential Tenancy Act* or *Manufactured Home Park Tenancy Act* applies. As I informed DM, his agreement for storage on the property is nonetheless a contract but that any dispute concerning that contract would have to be resolved in the appropriate forum.

With respect to the tenancy between IK and KF and the landlord, the parties reached a mutual agreement that I have recorded by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement between IK and KF and the landlord?

Background and Evidence

The tenants IK and KF and the landlord agreed to the following term(s) in resolution of the application filed by IK and KF:

1. The tenants and any other occupants of the property shall vacate the property no later than March 31, 2019.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective on March 31, 2019. The Order of Possession shall require that IK and KF, along with all other occupants of the property, vacate the property by March 31, 2019.

Conclusion

The application filed by tenants IK and KF has been resolved by way of a mutual agreement that I have recorded by way of this decision. In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective on March 31, 2019.

I have declined to accept jurisdiction with respect to the application filed by DM.

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: December 20, 2018

Residential Tenancy Branch