



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, FFT, LRE, OLC, MNDCT

Introduction

This hearing dealt with the applicant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *MHPTA*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 39;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 40;
- an order requiring the landlord to comply with the *MHPTA*, regulation or tenancy agreement pursuant to section 55;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 63;
- a monetary order for compensation or loss under the *MHPTA*, regulation or tenancy agreement pursuant to section 58; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties confirmed that they had exchanged their documentary evidence.

Preliminary Issue – Jurisdiction to Hear this Matter

At the outset of the hearing the issue of jurisdiction arose. The respondent testified that this is a private acreage property and that it is zoned as "Residential 1". The respondent testified that he and the applicant came to a verbal agreement "a couple of years ago that she could park her fifth wheel on my property for \$400.00 per month". The respondent testified that this is not a manufactured home park and that other than the applicant; no other vehicles are parked on the property. The respondent testified that

the applicant has moved her fifth wheel around the property. The respondent testified that the services required for a manufactured home park are not on his property. The respondent testified that the applicant started making alterations to the property such as installing a power pole for electrical service without his permission.

The applicant testified that she has moved the fifth wheel around the property to avoid muddy spots. The applicant testified that it is presently parked in the driveway to the home that sits on the acreage property. The applicant testified that she has undertaken much work and some costs to install some services so that she is comfortable on the property.

Analysis

Section 1 of the *MHPTA* defines the following terms:

"manufactured home" means a structure, whether or not ordinarily equipped with wheels, that is

- (a) designed, constructed or manufactured to be moved from one place to another by being towed or carried, and*
- (b) used or intended to be used as living accommodation;*

"manufactured home park" means the parcel or parcels, as applicable, on which one or more manufactured home sites that the same landlord rents or intends to rent and common areas are located;

"manufactured home site" means a site in a manufactured home park, which site is rented or intended to be rented to a tenant for the purpose of being occupied by a manufactured home;

"service or facility" includes any of the following that are provided or agreed to be provided by a landlord to the tenant of a manufactured home site:

- (a) water, sewerage, electricity, lighting, roadway and other facilities;*
- (b) utilities and related services;*
- (c) garbage facilities and related services;*
- (d) laundry facilities;*
- (e) parking and storage areas;*
- (f) recreation facilities;*

"tenancy" means a tenant's right to possession of a manufactured home site under a tenancy agreement;

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a manufactured home site, use of common areas and services and facilities;

In the applicants own testimony she stated that there is not a dedicated pad. Furthermore, as per the above definitions, the applicant's home is likely a "manufactured home." However, the respondent's "dirt field" does not offer any of the "services" or "facilities" as described in the definition above. It does not have water, sewerage, utilities, garbage facilities, and laundry or recreation facilities. Therefore, this matter does not fall under the definition of an *MHPTA* "tenancy agreement" because it does not involve possession of a manufactured home site together with the use of common areas and services and facilities.

Accordingly, I find that I do not have jurisdiction to hear the applicants' application as the *MHPTA* does not apply to this matter.

Conclusion

I HEREBY DECLINED TO HEAR this matter, for want of jurisdiction and the application is dismissed, without leave to reapply.

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: February 19, 2019

Residential Tenancy Branch