



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPRM-DR, FFL

### Introduction

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

- an Order of Possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 25 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that she served the tenant with a copy of the landlord's application for dispute resolution, notice of hearing and first evidence package on May 30, 2019, and second evidence package on June 14, 2019. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application, notice of hearing and first evidence package on June 4, 2019, and second evidence package on June 19, 2019, five days after each of their registered mailings.

### Preliminary Issue – Jurisdiction to hear Matter

The landlord testified regarding the following facts. This month-to-month tenancy began on May 15, 2017. Monthly rent in the amount of \$600.00 is payable on the first day of each month. No written tenancy agreement was signed. No security or pet damage deposit was collected by the landlord. The tenant lives in a trailer that is owned by his friend. The trailer is a fifth-wheel recreation vehicle ("RV"). The trailer is parked on a grassy area of the landlord's lawn located in the landlord's private residential property. The property is not a manufactured home park and is not licensed or operated as such.

The tenant has a water hookup, a sewer pipe that connects to a septic tank, an electrical cord, and a cable line. The tenant has used the landlord's swimming pool when she is present, he has stored items in the landlord's greenhouse, but he does not have access to garbage or laundry facilities.

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

*"rental unit" means living accommodation rented or intended to be rented to a tenant;*

In this case, the tenant's friend owns the trailer that he is occupying, not the landlord. The landlord is not renting the trailer to the tenant. Therefore, the tenant's trailer is not a rental unit under the *Act*.

Section 1 of the *Manufactured Home Park Tenancy Act* ("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;*

As per the above definitions, the tenant's trailer is likely a "manufactured home." However, the landlord's grassy lawn area does not offer all of the "services" or "facilities" as described in the definition above. It does not have garbage facilities, laundry, or roadway facilities. The landlord's grassy area does not qualify as a "manufactured home park" as it is not licensed or operated as such, and it is not a park, it is a private area on the landlord's property. Further, the parties did not sign a written tenancy agreement.

Therefore, I find that this matter does not fall under the *MHPTA* because it is not located in a manufactured home park, together with the use of common areas, services and facilities. Accordingly, I find that I do not have jurisdiction to hear the landlord's application as neither the *Act* nor the *MHPTA* apply to this matter.

For the above reasons, I find that this is not a matter within the jurisdiction of the RTB. Accordingly, I decline jurisdiction over the landlord's application. The landlord may pursue any claims at the Provincial Court of British Columbia or the Supreme Court of British Columbia, if she wishes to do so.

### Conclusion

I decline jurisdiction over the landlord's application. I make no determination on the merits of the landlord's application.

Nothing in my decision prevents either party from advancing their claims before a Court of competent jurisdiction.

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 09, 2019