



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, MNRL, MNDCL, FFL

Introduction

On June 19, 2019, the Applicants applied for a Dispute Resolution proceeding seeking an Order of Possession based on a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "Act"), seeking a Monetary Order for compensation pursuant to Section 67 of the Act, and seeking to recover the filing fee pursuant to Section 72 of the Act.

The Applicant attended the hearing; however, the Respondent did not make an appearance. All parties provided a solemn affirmation.

The Applicant advised that she served the Respondent with the Notice of Hearing and evidence package by hand with the park manager as a witness, on June 24, 2019. She also stated that this package was served by registered mail on this date as well (the registered mail tracking number is on the first page of this decision). Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the Act, I am satisfied that the Respondent was served with the Notice of Hearing and evidence package.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Applicants entitled to an Order of Possession based on the Notice?
- Are the Applicants entitled to a Monetary Order for compensation?
- Are the Applicants entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Applicant advised that she is not sure when the tenancy started but was told by the Respondent that the previous owner allowed her to rent the rental unit, contrary to the Manufactured Home park rules. She was advised that rent of \$542.00 per month may have been paid by the Respondent to the Manufactured Home park manager; however, the owners of the park have no knowledge of these transactions as the manager may have taken the money. She stated that there was no written tenancy agreement between the previous owner of the rental unit and the Respondent. She advised that the Manufactured Home park had a mortgage on the rental unit and there was a lien on the rental unit as well against the seller; however, she paid both these amounts out when she purchased the rental unit on March 12, 2019.

As the Applicant purchased the rental unit, the park manager acted as an agent for the seller and served the Respondent with the Notice on March 12, 2019. The reason on the Notice was that "All of the conditions of the sale of the rental unit have been satisfied and the purchaser has asked the landlord in writing to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit." The Notice indicated that the effective end date of the tenancy was June 1, 2019.

The Applicant advised that the Respondent had vacated the rental unit on August 11, 2019 at noon.

Analysis

Upon consideration of the evidence before me, the undisputed evidence is that the Manufactured Home park does not allow rentals. Furthermore, other than what has been told to the Applicants, there is no written tenancy agreement between the seller and the Respondent and there is no proof that a tenancy was ever created. As well, other than what has been told to the Applicants, even if the park manager had been taking rent money from the Respondent, this does not establish a tenancy ever existed between the seller and the Respondent.

When reviewing the totality of the evidence before me, as the Applicant can only provide testimony about her best knowledge of the situation, without any documentary evidence submitted which substantiates that a tenancy was established, I am not satisfied that a tenancy was definitively created that could have transferred from the seller to the purchaser, pursuant to the *Act*. Consequently, I am satisfied that there is no Landlord/Tenant relationship between the parties. Therefore, the parties have no rights or obligations under the *Act*. Ultimately, I find that even if the parties intended upon entering into a tenancy agreement as contemplated under section 1 of the *Act*, the *Act* would not apply to this tenancy. As a result, I have no jurisdiction to consider this Application and render a decision in this matter.

As there is no jurisdiction in this matter, I find that the Applicants are not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

I decline to hear this matter as I have no jurisdiction to consider this application.

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: August 13, 2019

Residential Tenancy Branch