



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Applicant on July 09, 2019 (the “Application”). The Applicant applied for an order that the Respondents make emergency repairs. The Applicant also sought reimbursement for the filing fee.

The Applicant appeared at the hearing. Respondents C.C. and A.H. appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Applicant had submitted evidence prior to the hearing. The Respondents had not. I addressed service of the hearing package and Applicant’s evidence and no issues arose.

The parties were given an opportunity to present relevant evidence, make relevant submissions and ask relevant questions. I have considered the documentary evidence and all oral testimony of the parties. I have only referred to the evidence I find relevant in this decision.

Preliminary Issue

The Applicant submitted two pages of a tenancy agreement in relation to this matter. It is between B.C. and C.C. as “landlords” and the Applicant as the “tenant”. It relates to an RV at the rental unit address. The rental unit address on the tenancy agreement is different than that on the Application. I understood the parties to say that both addresses apply to the property. The tenancy started July 01, 2019 and is a month-to-

month tenancy. The parties agreed rent is \$700.00 per month due on the first day of each month. The parties agreed no security deposit was paid.

C.C. and A.H. testified as follows in relation to this matter. C.C. and B.C. own property with two houses, a manufactured home and an RV on it. C.C. and B.C. live in one of the houses. C.C. and B.C. own the manufactured home. A.H. lives in the manufactured home. A.H. owns the RV.

C.C. and A.H. further testified as follows. A.H.'s uncle was living in the RV but moved out. The Applicant was living in one of the units in the second house on the property. The Applicant moved into the RV. The RV is not a permanent residence, it can be moved anytime. The RV is not the Applicant's permanent home. At present, the RV does not have hook ups for water, sewer or electricity. The RV was previously hooked up to electricity through a power cord that ran from it to the second house on the property. The RV can be hooked up to water and hydro, but they need to dig the trenches for this.

The Applicant testified as follows. The RV is skirted and fenced in, so it is permanent. She lives in the RV full time. It is her permanent residence. The person living in the RV previously had power and water. She looked at the RV prior to signing the agreement and everything was working except water. The previous person had a hose running to the RV. He used the toilet, but it was not "dug in". He got electricity through a power cord plugged into the second house.

The Applicant further testified as follows. She agreed to purchase the materials needed to get the power, water and sewer up and running. A.H. was supposed to dig a trench. The plan was to have power cords hooked up to the second house as well as an RV hose hooked up to the outside tap at the second house. There is a tank for the sewer behind the RV. She was told the tank would be put in the ground in a hole that is there. At present, the power cord has been unplugged so there is no power. There are no hoses hooked up. The sewer tank is above ground.

I told the parties that the situation raised issues of jurisdiction of the RTB to decide this matter. I told the parties I would make a decision about jurisdiction in my written decision.

I note at the outset that the *Manufactured Home Park Tenancy Act* does not apply to this situation as the Applicant does not own the RV and is not renting a site from the Respondents.

Therefore, the issue is whether the *Residential Tenancy Act* (the “Act”) applies.

Section 2 of the *Act* states that it applies to “tenancy agreements, rental units and other residential property”.

The definition of “tenancy agreement” in section 1 of the *Act* is:

...an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;

The definition of “rental unit” in section 1 of the *Act* is “living accommodation rented or intended to be rented to a tenant”.

Section 32 of the *Act* sets out the obligations of landlords to maintain residential property and states:

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Based on the testimony of the parties, I find the RV does not currently have proper hook ups for water, sewer or power. I do not find that using power cords and hoses hooked up to another residence qualifies as proper hook ups. Given this, I find the RV is not meant to be living accommodation as that term is contemplated in the *Act*. It is a recreational vehicle, akin to a car or truck. It is not a rental unit.

I acknowledge that an RV can become living accommodation. However, I find that proper hook ups for water, sewer and power are required for this to occur. Here, the RV

does not have proper hook ups and did not have proper hook ups when the parties purported to enter into a tenancy agreement.

I also find that the Respondents could not comply with section 32 of the *Act* in relation to an RV that does not have proper water, sewer or power hook ups. This supports the finding that the RV is not meant to be living accommodation as that term is contemplated in the *Act*.

I do not accept that the RV is a “rental unit” and therefore I do not find that the parties entered into a “tenancy agreement” in relation to the RV. Given this, the *Act* does not apply, and I have no jurisdiction to decide this matter.

Conclusion

The *Act* does not apply and therefore I have no jurisdiction to decide this matter.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: August 02, 2019

Residential Tenancy Branch