



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC AS

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 40;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 58;

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide testimony, to present evidence and to make submissions. No issues were raised with respect to the service of the application and evidence on file.

Preliminary Issue - Jurisdiction

Do I have jurisdiction to deal with this matter?

Background and Evidence

The tenancy agreement on file pertaining to this manufactured home pad unit # is between the landlord and the sole tenant K.K. who deceased on July 26, 2019.

The applicant C.S. has been an occupant in the manufactured home since September 2016. C.S. testified that she was the girlfriend of the tenant K.K. K.K. submits that as the executor of the estate for K.K. she sent a payment for September 2019 pad rent to the landlord which was subsequently returned to her along with a One Month Notice.

C.S. did not submit any evidence to support that she has been appointed as the executor of K.K.'s estate. C.S. confirmed that she does not have a tenancy agreement with the landlord. C.S. submits that the K.K.'s son D.K. has permitted her to continue residing in the manufactured home.

The landlord confirmed that they do not have a tenancy agreement with C.S. The landlord submits that they have subsequently entered into a tenancy agreement with K.K.'s son who is on title for the manufactured home.

D.K. confirmed that he has permitted C.S. to rent the manufactured home from him.

Analysis

Pursuant to section 2 of the Act, the Act applies to **tenancy agreements**, manufactured home sites and manufactured home parks.

A tenancy agreement is defined under section 1 of the Act as follows:

"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;

Based on the evidence before me, I find there was never any tenancy agreement in place between the applicant C.S. and the landlord. The tenancy agreement was between the landlord and the deceased K.K. C.S. was only an occupant of the manufactured home. As an occupant, C.S. has no rights or obligations under the tenancy agreement. C.S. did not provide any evidence to support she has been appointed as the executor of the estate. There is no evidence that a new tenancy agreement was entered with C.S. after the passing of K.K.

As I find there is no tenancy agreement in place between the applicant and the landlord, I do not have jurisdiction under the Act over this matter.

The application is dismissed in its entirety without leave to reapply.

Conclusion

I find that I do not have jurisdiction over 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 *Manufactured Home Park Tenancy Act*.

Dated: December 05, 2019

Residential Tenancy Branch