



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AS, FFT

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (“Application”) under the *Manufactured Home Park Tenancy Act* (“Act”) for an order to allow an assignment or sublet when permission has been unreasonably denied; and to recover the cost of their Application filing fee.

R.N., C.N., and K.P. appeared as Applicants, and an agent for the Landlord, L.W. (“Agent”), appeared at the teleconference hearing on behalf of the Respondent. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Applicants and the Respondent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties.

At the outset of the hearing, I asked the Agent for the Landlord’s name in this matter, as some evidence indicated that Respondent named in the Application was an agent for a landlord, not the landlord. The Agent advised me of the company that she owns, which is the Landlord in this matter. As such, I have amended the Respondent’s name in the Application to include the corporate Landlord, pursuant to section 64(3)(c) and Rule 4.2.

Jurisdiction

Early in the hearing, I advised the Parties that I believed I may not have jurisdiction to consider this matter, based on the nature of the relationship of the Parties to each other. I said I needed evidence from them on this point, and that I would consult the Act for further clarity on the matter after the hearing.

The Parties agreed that S.P. was a tenant in the Landlord's Manufactured Home Park since approximately 2015 ("Tenant"), until her death in August 2019. The Applicant, R.N., stated that she is the Tenant's daughter. R.N. advised that the Tenant did not have a will, and that R.N. has not been appointed as the Administrator of the Tenant's estate.

The Parties agreed that the Applicant, K.P., applied for tenancy in the Manufactured Home Park, but that his tenancy was rejected by the Landlord. The Parties agreed that K.P. has been living in the Tenant's manufactured home periodically, since the fall of 2019. The Agent said that any payments she has received from K.P. have been accepted "for use and occupancy only". The Agent said that K.P.'s application for tenancy was rejected, because of an unsatisfactory credit check, and because K.P. was argumentative with the Agent and failed to follow the rules of the Manufactured Home Park.

The following definitions are set out in section 1 of the Act:

"**manufactured home**" means a structure, other than a float home, 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;

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

"tenant" includes

- (a) the estate of a deceased tenant, and
- (b) when the context requires, a former or prospective tenant.

Based on the testimony of the Parties and the Act, and on a balance of probabilities, I find that there is insufficient evidence before me that R.N. is legally appointed to represent S.P.'s estate. Further, I find that K.P. was never a "tenant" as defined by the Act, and that the Landlords have taken no steps to accept him as a prospective tenant. I find that a tenancy never existed between the Parties to this Application. Accordingly, and pursuant to section 1 of the Act, I find that I do not have the jurisdiction to decide this matter on the Parties' behalf.

Conclusion

I decline to rule on this matter, as I have no jurisdiction to consider this Application. The Parties are referred to the Civil Resolution Tribunal for assistance in resolving their dispute.

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: May 05, 2020

Residential Tenancy Branch