



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding District of Squamish  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC

### Introduction, Preliminary and Procedural Matters-

This hearing dealt with the joined applications of five applicants, each seeking an order requiring the landlord (respondent) to comply with the Manufactured Home Park Tenancy Act (Act), regulations, or tenancy agreement.

The applicants, the respondent's legal counsel, and the respondent's representative attended the hearing.

The respondent is a municipality.

I informed the parties that the issue of jurisdiction would be addressed at the outset of this hearing, due to the respondent's legal submissions as well as the statement and request in the applicants' applications.

### Background and Evidence

The applicants' applications and the respondent's submissions both provide that the subject property is a municipal campground.

The evidence showed that the applicants were provided a site at the campgrounds in response to the Covid-19 pandemic, for sheltering purposes.

The evidence of both parties show that the applicants were allowed to occupy the sites under a "Licence Agreement" provided by the municipality, that the individual applicants were termed a "Licensee", and that the applicants were granted a "non-exclusive licence to enter and use the Facility during the Term, on the terms and pursuant to the conditions contained in this Agreement...".

The “Licence Agreement” shows that the purpose of use is for “Camping”, “Monthly Camping”.

The applicants filed their joined applications as the respondent has issued notices to them that they are required to vacate their sites, while issuing them “Notices of Trespass”. These Notices were provided into evidence.

The applicants said they will be homeless if they are forced to vacate the property.

The respondent’s legal counsel submitted that the affidavits provided by past and present municipal employees connected with the campground show that the campground is a seasonal campground and is closed every winter, due to the flooding and other winter conditions. The campground is primarily used for summer activities, such as in connection to sports activities, and the sites are undefined and in open fields.

The legal counsel submitted that the applicants were provided temporary shelter because of the pandemic, but that it was necessary to close the campgrounds, as every year, from the Fall until April or May.

Legal counsel submitted that there is no water supply, wastewater disposal facilities, and no frost free water lines provided to the campsites. Legal counsel also pointed out that the applicants pay a reduced rent and GST for the campsites.

Legal counsel also submitted that three of the applicants have vacated the campground entirely and that applicants, PD and SAP, who were living in a tent, have vacated their assigned site and moved into an unauthorized site.

Legal counsel submitted that the municipality received the land by crown grant for recreational purposes only and the Zoning Bylaw prohibits residential use at the Campground. Counsel submitted that a residential tenancy would be contrary to the Zoning Bylaw and possibly contrary to legal obligations owed to the Province of British Columbia.

Legal counsel submitted that the municipal Campground is not subject to the Act.

The evidence of the respondent included a Book of Authorities, multiple affidavits from present and past municipal employees, and written submissions.

### Analysis

Based on the above, and on a balance of probabilities, I find the following.

My authority to resolve disputes is provided by the Director of the Residential Tenancy Branch and is limited to disputes involving tenancies that fall under the *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act*.

Where there is a question of jurisdiction, the applicant bears the burden to prove the *Act* applies. Residential Tenancy Branch Policy Guidelines 9 and 27 provide policy statements and information with respect to jurisdiction concerning recreational vehicles, campgrounds and licenses to occupy.

As provided in those policy guidelines and the *Act*, I must be satisfied that the property occupied by the respondent is a manufactured home site in a manufactured home park under a tenancy agreement as opposed to a license to occupy.

Considering the applicants' own evidence shows that they are or were living on a municipal campground and that they occupy or occupied the sites under a licence to occupy, I find that the subject property is not a manufactured home park to which the *Act* applies, rather the property is a municipal campground. This arrangement is a license to occupy and not a tenancy.

In all cases, municipalities are granted powers to regulate, prohibit or impose requirements in relation to people, property and activities. Under the *Community Charter*, municipalities have specific powers to regulate in relation to land use activities.

In this case, I find the respondent's clear intent was to enforce their bylaws and preserve the land grant.

I find the municipality, the respondent, has the legal authority to enforce their own orders and bylaws and as a result, I find that I do not have jurisdiction under the *Act* to hear this dispute.

### Conclusion

For the above reasons, I decline to hear the joined applications of the applicants due to lack of jurisdiction under the *Act*.

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: January 11, 2021

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Residential Tenancy Branch