



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFL, OPC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Applicant on December 31, 2020. The Applicant applied for an Order of Possession based on a One Month Notice to End Tenancy for Cause dated December 15, 2020 (the "Notice").

The Applicant appeared at the hearing with N.M., a bylaw officer, to assist. The Respondents appeared at the hearing. I explained the hearing process to the parties. The parties provided affirmed testimony.

The Applicant submitted the following documents:

- A statement about service of a letter authorizing N.M. to appear on the Applicant's behalf
- The letter authorizing N.M. to appear on the Applicant's behalf

The Respondents submitted the following documents:

- RCMP contact cards
- A letter dated March 17, 2021
- Notes about RCMP file numbers
- Receipts
- A Tenant's Application for Dispute Resolution
- The Notice
- A Shelter Information form

The Respondents confirmed receipt of the hearing package. The Respondents testified that they did not receive any other documents from the Applicant. The documents submitted by the Applicant are not relevant to the substantive aspect of the Application and therefore did not need to be served on the Respondents.

The Applicant testified that he received the Tenant's Application for Dispute Resolution and the receipts submitted by the Respondents. The Respondents testified that they served all documents submitted on the Applicant.

The only documents submitted by the Respondents that are relevant to this decision are the receipts and the Shelter Information form. Pursuant to rule 3.15 of the Rules of Procedure (the "Rules"), the Respondents were required to serve their evidence on the Applicant. The Applicant received the receipts and therefore they are admissible. The Shelter Information form is signed by the Applicant. During the hearing, the Applicant took the position that his signature is forged on the Shelter Information form. I do not accept that the Applicant's signature on the Shelter Information form is forged as explained below. Given I accept that the Applicant signed the Shelter Information form, I am satisfied the Applicant has seen this document and I admit it pursuant to rule 3.17 of the Rules as I do not find it unfair or prejudicial to do so.

#### Preliminary Issue – Jurisdiction

During the hearing, I asked the parties about a tenancy agreement in this matter.

The Respondents testified as follows. They originally rented a room in the Applicant's house. They shared bathroom and/or kitchen facilities with the Applicant who owns the house. They are currently living in a recreational vehicle on the Applicant's property; however, they are only doing so because of an incident where the Applicant "pulled a gun on" the Respondents. There was never an agreement between the parties that the Respondents would rent a space or manufactured home site from the Applicant.

The Respondents relied on the Shelter Information form and receipts in evidence. The Respondents took the position that the RTB does not have jurisdiction to decide this matter.

The Applicant testified that there is no tenancy agreement at all between the parties. I asked the Applicant why he filed the Application and why he issued the Notice if there is no tenancy relationship between the parties. The Applicant replied that he filed the Application to get the Respondents off his property.

The Applicant denied that there was an agreement that the Respondents could live in a room in his house. I asked the Applicant about the Shelter Information form and his signature on it and the Applicant said the Respondents forged his signature. The Applicant testified that it is his signature on the January receipt in evidence but that the

other receipts with his signature are forged. The Applicant testified that, when the Respondents first came, they received a receipt from him for \$600.00 for rent for being allowed to put their recreational vehicle on his property.

The Applicant testified that there was a verbal agreement between the parties that the Respondents could put their recreational vehicle on his property. I asked the Applicant if it was his position that this matter fell under the *Manufactured Home Park Tenancy Act* and he said he is not aware of this act. The Applicant maintained that there was no tenancy agreement between the parties.

I explained to the Applicant that the RTB only has jurisdiction to apply the *Residential Tenancy Act* and *Manufactured Home Park Tenancy Act* and that both require there to be a landlord-tenant relationship between the parties. I explained that the RTB does not have jurisdiction to decide matters in the absence of a landlord-tenant relationship.

At this point, the Applicant said the Respondents are tenants. The Applicant stated that there was an agreement between the parties that the Respondents could temporarily park their recreational vehicle on his property. The Applicant testified that there is no written agreement and that it was verbal. The Applicant testified that the Respondents agreed to pay \$600.00 per month plus hydro. The Applicant testified that no deposits were paid.

N.M. testified that the Applicant's property is zoned as residential and the use of recreational vehicles as overnight residences is prohibited. N.M. testified that the Applicant, as owner, is responsible for the property and may get an official order to remove the recreational vehicle.

In reply, the Respondents denied that they forged the Applicant's signature on documents.

The Applicant further testified that there is no sewer hook up for the recreational vehicle and that the Respondents are dumping sewage in a hole in the ground which is uphill from his well.

### Analysis

I find it more likely than not that the Respondents' version of events in relation to a tenancy agreement in this matter is accurate for the following reasons.

The Respondents testified that they rented a room from the Applicant which is supported by the Shelter Information form which is signed by the Applicant.

The Applicant testified that his signature on the Shelter Information form is forged. I find it unlikely that the Respondents would forge the Applicant's signature on a Shelter Information form and would expect to see some compelling evidence that this occurred. The Applicant pointed to his signature on the January receipt in evidence to compare signatures. I do not find the signatures so clearly different that I am satisfied the signature on the Shelter Information form is forged.

The receipts in evidence support the information on the Shelter Information form. There is a receipt for a security and pet damage deposit for \$450.00, the amount listed on the Shelter Information form. There are rent receipts for \$600.00, the amount listed on the Shelter Information form. There are receipts for hydro which accords with the indication on the Shelter Information form that utilities are not included in rent. The receipts are signed by the Applicant. I do not accept that the signatures on the receipts are forged for the same reasons noted above.

There is no documentation before me to support that the parties had an agreement about the Respondents renting a manufactured home site or a space for their recreational vehicle from the Applicant.

I find the fact that the Applicant's property is not zoned for a recreational vehicle to be on it and used as a residence calls into question the Applicant's position. I find it less likely that the Applicant would have agreed to the Respondents parking their recreational vehicle on his property and living in it when his property is not zoned for this and this opens him up to a possible order to correct this.

I also find the fact that there is no sewer hook up for the recreational vehicle to call into question the Applicant's position. I find it less likely that the Applicant would have agreed to the Respondents parking their recreational vehicle on his property and living in it when the property is not set up in a way that would allow the Respondents to reasonably live in their recreational vehicle.

Considering the testimony of the parties, I prefer the testimony of the Respondents as I find it is supported by documentary evidence whereas the Applicant's testimony is not supported by documentary evidence. Given this, I accept that the Respondents rented a room from the Applicant and are only living in their recreational vehicle due to an incident between the parties.

The *Manufactured Home Park Tenancy Act* does not apply to the Respondents renting a room in the Applicant's house. Nor does the *Residential Tenancy Act* apply given section 4 of the *Act* which states:

4 This Act does not apply to...

(c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation

I accept the Respondents' testimony that the parties shared a bathroom and/or kitchen as this is supported by the Shelter Information form.

I accept the Respondents' testimony that they are only staying in their recreational vehicle because of an incident between the parties and that there was never an agreement between the parties for the Respondents to rent a space for their recreational vehicle from the Applicant. Given this, I do not find that the *Manufactured Home Park Tenancy Act* applies as it only applies to tenancy agreements, manufactured home sites and manufactured home parks pursuant to section 2(1).

Given neither the *Manufactured Home Park Tenancy Act* nor the *Residential Tenancy Act* applies to the parties, the RTB does not have jurisdiction to decide this matter.

The Application is dismissed without leave to re-apply.

### Conclusion

The RTB does not have jurisdiction to decide this matter. The Application is dismissed without leave to re-apply.

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: March 26, 2021

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Residential Tenancy Branch