



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to this tenancy and the issuance of an Order of Possession pursuant to section 56; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant confirmed that he received the landlord's documentary evidence. The tenant did not submit any documentation for this hearing.

Issue(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?
Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord gave the following testimony. The tenant started renting a space on the landlords' acreage property for his recreational vehicle in June 2020. The landlord noticed that he had a large power bill the past few months and found that the tenant was stealing power from the main home. The landlord testified that no services are provided with this agreement, the tenant parks his vehicle on the property with no other amenities. The tenant has put his property at risk because of the hoarding of garbage and broken-down vehicles around the tenants R.V. The landlord testified that the tenant was stealing electrical power from the main home on the property. The landlord testified that the tenant has been warned numerous times about cleaning up the site and that the

local bylaw office will be fining him \$100.00 a day until the area is cleaned up. The landlord requests an early end to this tenancy and an order of possession.

The tenant testified that he will gladly move on if given some time to clean up the mess. The tenant testified that he has been very ill and has not had an opportunity to remedy the issue. The tenant testified that he would work with the landlord and only asks for some time to get all the items off the property. The tenant testified that he would do whatever is required to correct the issues.

Analysis

The first issue I must consider is jurisdiction. Although the landlord used a Residential Tenancy Branch agreement, that does not mean the Branch has jurisdiction to hear this matter. The landlord's testimony was in contradiction of his documentation. The landlord filed this application under the Residential Tenancy Act, not the Manufactured Home Park Tenancy Act, however; he rented the tenant a space on his field for his recreational vehicle, not a residential suite or unit. This property is not a manufactured home park, nor does it have manufactured home site but rather a spot in a field. Under the definitions section of the Manufactured Home Park Tenancy Act it states:

"service or facility" includes any of the following that are provided or agreed to be provided by a landlord to the tenant of a manufactured home site:

- (a) water, sewerage, electricity, lighting, roadway and other facilities;
- (b) utilities and related services;
- (c) garbage facilities and related services;
- (d) laundry facilities;
- (e) parking and storage areas;
- (f) recreation facilities;

There are no services provided to the tenant that would define it as a manufactured home park or tenancy under that section. In the landlord's own testimony, the basis of this application is that the tenant was "stealing electricity" from the main home. I have reviewed the photos provided by the landlord and although he referred to an "RV PAD", there is only a muddy field. I find that there is not a manufactured home site, or any services provided that would be expected for occupation. I find that there aren't the services required for habitation. I further find that the tenant can simply start up the vehicle and drive away. I find that this arrangement is a private agreement between the

parties for a parking spot; neither the Residential Tenancy Act nor the Manufactured Home Park Tenancy Act apply in this matter.

Conclusion

The circumstances of the dispute do not fall within the jurisdiction of the *Act* or the *MHPTA*, and the application must therefore be dismissed.

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

Dated: April 01, 2021

Residential Tenancy Branch