



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAMP BRIDAL RV RESORT and  
[tenant name suppressed to protect privacy]

## DECISION

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### Introduction

On March 2, 2021 the applicant applied for dispute resolution under the *Manufactured Home Park Tenancy Act* ("the Act") to dispute a notice to end tenancy.

This matter was set for hearing by telephone conference call at 1:30 pm on this date. The Respondents appeared at the hearing; however, the Applicant did not. The line remained open while the phone system was monitored for ten minutes and the Applicant did not call into the hearing during this time. Therefore, as the Applicant did not attend the hearing by 1:40 am, I dismiss the application.

Section 48 of the Act provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the manufactured home site if:

- (a) the landlord's notice to end tenancy complies with section 45 [form and content of notice to end tenancy], and*
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.*

The Respondent was asked if a notice to end tenancy was issued to the Applicant. The Respondent stated that a notice to end tenancy under the Act was not issued to the Tenant because the Act does not apply to the living arrangement. The Respondent issued a letter asking the Applicant to leave the RV resort.

The Respondent stated that the property is a campground and is not zoned as a manufactured home park. The Respondent stated that there are no permanent occupants living in the campground and there is no tenancy agreement with the

Applicant. The Respondent stated that the campground has visitor hours from 7:00 am to 10:00 pm and the Landlord controls who stays in the sites of the campground. The respondent submitted that occupants are not required to give notice to leave.

The Residential Tenancy Policy Guideline #9 (the Guideline) clarifies the factors that distinguish a tenancy agreement from a licence to occupy. The Guideline provides:

*A licence to occupy is a living arrangement that is not a tenancy. Under a license to occupy, a person, or "licensee", is given permission to use a site or property, but that permission may be revoked at any time. A licensee is not entitled to file an application under the Manufactured Home Park Tenancy Act.*

The Guideline also provides: *"although the Manufactured Home Park Tenancy Act defines manufactured homes in a way that might include recreational vehicles such as travel trailers, it is up to the party making an application under the Act to show that a tenancy agreement exists. ...It is also important to note that the passage of time alone will not change the nature of the agreement from license or tenancy."*

Based on the evidence before me, I find that a notice to end tenancy under the Act was not issued and therefore, the Respondent is not entitled to an order of possession for the rental site.

The Applicant did not appear to make submissions on whether or not this is a tenancy under the Act.

It appears based on the Respondents testimony that the living arrangement may be a licence to occupy situation which does not fall under the jurisdiction of the *Manufactured Home Park Tenancy Act*.

The Application is dismissed.

### Conclusion

The Applicant failed to attend the hearing to pursue his application to cancel a notice to end tenancy. The application is 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 *Manufactured Home Park Tenancy Act*.

Dated: June 14, 2021