



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNRT

Introduction and Preliminary Matters

On March 15, 2021, the Applicants applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation for an emergency repair pursuant to Section 33 of the *Residential Tenancy Act* (the “Act”) and seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*.

Both Applicants attended the hearing and Respondent B.T. attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

Both parties were asked about the nature of this tenancy. B.T. provided vague submissions with respect to the details of the tenancy and upon further questioning, it was apparent that his testimony was likely untruthful, and his credibility was questioned. It was evident, as backed by the Applicants, that they were originally permitted to live there under a verbal agreement for \$450.00 per month and that no security deposit was taken. However, B.T. attempted to have them sign a tenancy agreement much later, with different terms. Regardless, B.T. advised that the fifth wheel trailer was on wheels, that it was rented as a temporary shelter for the Applicants, and that there was no propane or water hooked up to the trailer.

The Applicants confirmed that this was rented to them as temporary housing and that they only stayed there longer than they anticipated because the COVID-19 pandemic struck, and alternative housing was not available. They advised that they did not believe that this situation was covered under the *Act* as they contacted the local township after making this Application and were informed that it was illegal for the Respondents to rent this fifth wheel trailer on the property. They believed that the township will be further investigating this situation that the Respondents have put themselves in.

When reviewing the testimony of the parties, I am satisfied that the Applicants were originally permitted to live in this mobile fifth wheel trailer as a temporary residence and when the Applicants started living there under a verbal agreement, this was a licence to occupy. I find that there is no Landlord/Tenant relationship between the parties as a tenancy has not been established. Ultimately, even if the parties intended upon entering into a tenancy agreement as contemplated under Section 1 of the *Act*, the *Act* would not apply to this situation. As a result, I have no jurisdiction to consider this Application and render a Decision on this matter.

Conclusion

I decline to hear this matter as I have no jurisdiction to consider this Application. This Application is dismissed in its entirety, without leave to reapply.

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: August 12, 2021

Residential Tenancy Branch