



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPN OPC FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, via teleconference, on February 4, 2022. The Landlord applied for multiple remedies, pursuant to the *Manufactured Home Park Tenancy Act* (the "Act").

The Landlord attended the hearing, along with his daughter, K.P.

E.B., S.I., and K.B. appeared at the hearing and clarified that they are not representatives of their mother (the estate named on this application as a Respondent). They also clarified that their mother did not have a will, and none of them were named as a personal representative or executor of any estate proceedings. E.B., S.I., and K.B. had limited knowledge of the property and what the legal arrangements were, but they were aware that their mother had been involved with this property for many years (decades).

The Landlord stated he sent the Notice of Hearing and evidence package to S.I. as she is the oldest daughter of the deceased respondent, L.B. S.I. stated she has no legal authority to represent her mother's estate.

Preliminary Matters – Jurisdiction

The Landlord explained that this property consists of 4 separate rental units on a large piece of land. Water, taxes, and maintenance are shared 4 ways. The Landlord stated that he lives in unit 1178, and this house is actually made up of an upper and a lower unit. Together, his house at 1178 is comprised of 2 out of the 4 living units on the property. The Landlord explained that there are 2 others rental units (a second house

and a manufactured home). One has an address of 1180 and the other is 1180A. The Landlord stated that one of 1180 or 1180A is an actual house, and the other is a manufacture home. However, the Landlord was not sure which of the addresses (1180 vs 1180A) pertains to the second house and which pertains to the manufactured home.

The Landlord stated that the entire property used to be owned by the deceased respondent, L.B. and the Landlord's mother, jointly. The Landlord stated that this was the arrangement for years, and started sometime in the 1960's when his mother and the deceased decided to co-own, manage the property and be jointly responsible for the mortgage payments. The Landlord stated that after running into financial troubles, his mother and the deceased respondent sold him an ownership interest in the property around 1975.

The Landlord stated that, at that time, the same structures were on the property as it stands today; the address 1178 (upper and lower unit) as well as 1180 and 1180A which were the second house and the manufacture home. The Landlord stated that the deceased respondent continued to reside in the manufacture home on the property until she passed away last year, and she retained ownership of this manufactured home, as well as the second house throughout the years. The Landlord stated that the deceased respondent brought the second house onto the property when she was still an owner in the 1960's.

The Landlord stated that he does not own the second house, or the manufactured home. E.B., S.I., and K.B. stated that they believe the second house was gifted to the individual who is still residing there, and who was named as the second respondent on the application. The Landlord confirmed that the other respondent, R.H., is the deceased respondent, L.B.'s, brother.

The Landlord stated that most of these transactions and arrangements were all verbal, and he did not provide any purchase and sale agreements, land title documents, or tenancy agreements into evidence to clarify what the legal arrangement was. There appeared to be some general uncertainty about which portions of the property were owned by the Landlord, and which were owned by the deceased Tenant, and the other named Tenant.

The Landlord provided copies of some e-transfers from the deceased Tenant, for her portion of the utilities, maintenance, and taxes. However, no tenancy agreement or other legal document (signed by both parties) was provided showing what was agreed to. The Landlord stated that the initial intent was to have the 4 different rental units on

the property share the taxes, maintenance and utilities (water), and to try to maintain family relations. However, since the Landlord is now interested in selling the property, some of the arrangements (including what is owned, and by whom), or lackthereof, are becoming problematic.

Having reviewed this matter, I note the applicant bears the burden of proof to demonstrate that he has the legal basis to bring forward this claim, and that his claim has merit, based on the grounds he selected. I acknowledge this property has decades of history, and it is clear there has been an evolution of plans and ownership interests between the various named parties (Applicant and Respondents).

I note the following portion of the Act:

What this Act applies to

2 (1) *Despite any other enactment but subject to section 4 [what this Act does not apply to], this Act applies to tenancy agreements, manufactured home sites and manufactured home parks*

(2) *Except as otherwise provided in this Act, this Act applies to a tenancy agreement entered into before or after the date this Act comes into force.*

I also note the following definitions under the Act:

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a manufactured home site, use of common areas and services and facilities;

"landlord", in relation to a manufactured home site, includes any of the following:

(a) the owner of the manufactured home site, the owner's agent or another person who, on behalf of the landlord, permits occupation of the manufactured home site under a tenancy agreement;

(b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);

(c) a person, other than a tenant whose manufactured home occupies the manufactured home site, who

(i) is entitled to possession of the manufactured home site, and

(ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the manufactured home site;

After reviewing the totality of the testimony and evidence presented, I note there is a lack of clarity and corroborating evidence regarding what was sold by the deceased respondent, to the Applicant/"Landlord" in the 1970's. There appears to be at least some ownership of the structures on the property that was retained by the deceased respondent, after the Applicant/Landlord gained an ownership interest. There is also a lack of clarity regarding whether the second respondent, R.H., has any lawful ownership of either the house he currently lives in, or the land. Ultimately, there is very poor and unclear documentation as to who was, and is, the legal owner of the land, and the buildings. It appears there were a series of poorly defined and poorly documented agreements and transactions over the decades with respect to the purchase and sale, as well as whether or not there was a tenancy agreement, or more of a cost-sharing co-ownership arrangement. Overall, I find there is insufficient evidence that the respondents do not have any ownership interest in the land and/or the property. As such, I am not satisfied this is a Landlord/Tenant relationship, and that there was a tenancy agreement, under the Act.

I decline jurisdiction on this matter.

The Applicant may wish to pursue further remedies with a Court of competent jurisdiction, and one which is better suited to determine entitlements, ownership interests, rights/obligations, and matters concerning the potential liability and responsibility of an estate.

Conclusion

The application is dismissed in full 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 *Manufactured Home Park Tenancy Act*.

Dated: February 04, 2022

Residential Tenancy Branch