



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LYNNWOOD MOBILE HOME
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC OLC PSF RPP LRE AAT FFT

Introduction

This hearing was convened as a result of the applicants' Application for Dispute Resolution (application) seeking remedy under the *Manufactured Home Park Tenancy Act* (Act). The applicants applied to cancel a 1 Month Notice to End Tenancy for Cause (1 Month Notice), for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for an order directing the landlord to provide services or facilities agreed upon but not provided, for the return of personal property, for an order to suspend or set conditions on the landlord's right to enter the site, to allow access to the site for the tenant or their guests, and to recover the cost of the filing fee.

Applicant KF (Applicant), a park manager for the respondent, JM (Park Manager) and the owner of the manufactured home park, CJ (Owner) attended the teleconference hearing. The parties were affirmed at the outset of the hearing. The hearing process was explained, and the parties were provided an opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

For clarity and pursuant to section 57(3) I have amended the respondent by replacing the name of the Park Manager, JM to the name of the manufactured home park.

Jurisdiction

As the respondent raised the issue that they believe that no tenancy agreement exists between the parties for the site before me, the parties were advised that I would first determine whether I have jurisdiction to hear this dispute.

The Park Manager and the Owner testified that there is no signed tenancy agreement between the parties for the site that is subject to this dispute. For the purposes of protecting personal information, the site number that is subject of this application will be referred to as X for the remainder of this decision. The Applicant, the Park Manager and the Owner, confirmed that the Applicant has a written and signed tenancy agreement for a different site in the manufactured home park, which for the remainder of this decision will be referred to as Y. The site numbers for X and Y are described on the style of cause for ease of reference.

The Applicant was asked if they had a signed tenancy agreement for my consideration to review for X and confirmed that they did not. The only document was an unsigned tenancy agreement, which the Park Manager testified they did not create or sign. Given the above, the Park Manager and Owner were asked if rent for X was ever accepted, and both denied accepting rent for X. The Park Manager and the Owner confirmed by way of a January 7, 2022 letter (Letter) addressed to the Applicant, a tenant of Y, submitted in evidence that the Applicant was being warned to vacate X as their tenancy was for Y and reminded the Applicant that they have no written tenancy agreement for X, have not accepted rent for X and that the Applicant therefore has no right to occupy X. The Letter also indicates that rent for both X and Y would not be accepted as the Applicant is a tenant of Y only.

The Applicant then referred to a different tenancy agreement (Different Agreement) submitted by the Applicant. The Different Agreement lists X and has both the landlord and tenant named as the Applicant, KF. The parties were advised that not only could the landlord and tenant not be the same person, but that KF was not listed as agent on the Different Agreement and could not be both the landlord and tenant, which I find would be a conflict of interest to sign for both the landlord and tenant if KF was an agent

at the time. As a result, I find the Different Agreement is not enforceable under the Act, as it does not include a signature page and the Applicant could not act as both landlord and tenant in the same agreement due to the conflict of interest.

Given the above, **I decline to resolve this dispute due to a lack of jurisdiction** as I am satisfied that the applicant and the respondent **do not** have a tenant and landlord relationship pursuant to section 6(1) of the Act for X.

Given the above, I do not grant the filing fee as there is no tenancy for X under the Act.

Regarding Y, I make no findings in this decision as Y is not the subject of this decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 24, 2022

Residential Tenancy Branch