



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR FFL

### Introduction

The Applicant filed for dispute resolution (the “Application”) on March 4, 2022 for an order of possession and reimbursement of the Application filing fee.

The matter proceeded by way of a conference call hearing pursuant to s. 67(2) of the *Manufactured Home Park Tenancy Act* (the “Act”) on June 17, 2022. In the conference call hearing I explained the process and offered the parties the opportunity to ask questions.

The Respondent confirmed they received notice of this hearing from the Applicant via registered mail. The Applicant confirmed they received the evidence documents prepared by the Respondent for this hearing. On this basis, the hearing proceeded.

### Preliminary Issue - Jurisdiction

The Respondent provided a copy of the tenancy agreement in place with both the Applicant and Respondent named as Tenants, and the Landlord named as the owner/manager of the manufactured home site. The Respondent stated they paid rent on a monthly basis as required by this agreement. They provided a banking summary showing the withdrawal/payment of rent each month from September 2020 through to February 2022. This is to one of the named Landlords on the tenancy agreement. The Respondent was barred from April, May, and June 2022 rent payment because the Applicant had pre-paid that rent. They stated this was in order so the Respondent could not pay.

The Respondent also presented a “co-ownership agreement” they had signed with the Applicant on March 5, 2021. The Applicant maintained in the hearing this was *not* a “co-ownership agreement” and had informed the Respondent this agreement was null and void at the end of 2021. This agreement and the rights and obligations it confers between these two parties is the subject of a civil suit. The Applicant stated in the hearing they are the only owner of this property, which is the named manufactured home identified by serial number and make/model numbers.

The Respondent reiterated in the hearing that the relationship they have with the Applicant is not a landlord-tenant relationship. They do not ever pay the required rent to the Applicant; rather, they pay it to the actual “landlord”, who is the owner of the manufactured home site under the tenancy agreement.

The Residential Tenancy Branch has a comprehensive set of policy guidelines in place to give statements of the policy intent of the legislation. The *Residential Tenancy Policy Guideline 27 Jurisdiction*, available online, is specific to the issue of my jurisdiction in this matter.

I find the key relationship between the parties here is *not* that of a landlord-tenant. Quite simply, the Applicant and the Respondent are *both* listed as tenants on the tenancy agreement in place with the actual Landlord; therefore, they are co-tenants as per the tenancy agreement in place as presented by the Respondent. I find there is no evidence of a separate agreement conferring landlord-tenant rights between the Applicant and the Respondent here. This is with reference to the definition of “tenancy agreement” in s. 1 of the *Act*: “an agreement . . . between a landlord and a tenant respecting possession of a manufactured home site. . .”

The *Act* s. 2 specifies that the *Act* applies only to “tenancy agreements, rental units and other residential property.”

I find the Applicant is referring to the separate “co-ownership agreement” signed on March 5, 2021, the legality of which is a separate matter. The *Residential Tenancy Policy Guideline 27 Jurisdiction* specifies that “

a tenancy agreement transfers a landlord’s possessory rights to a tenant. It does not transfer an ownership interest. If a dispute is over the transfer of ownership, the director does not have jurisdiction.

On this basis, I confirm I have no jurisdiction to make any decision on an agreement purportedly in place to transfer some ownership interest in the manufactured home. The Residential Tenancy Branch will not resolve that matter and it will not serve as the basis for ending the tenancy.

In sum, the provisions of the *Act* do not apply to this situation and I decline to resolve this dispute between the parties. Based on these facts and a consideration of the *Act*, I do not have jurisdiction to hear this Application.

### Conclusion

I decline to hear this matter, having no jurisdiction to do so. I grant no Order of Possession to the Applicant in this matter and dismiss their claim for reimbursement of the Application filing fee.

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

Dated: June 17, 2022

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Residential Tenancy Branch