



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute codes**      **MNRL, OPR, FFL / RR, OLC, CNR**

### **Introduction**

This hearing was convened in response to cross-applications by the parties pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- an order of possession for unpaid rent and utilities pursuant to section 48;
- a monetary order for unpaid rent pursuant to section 60;
- authorization to recover the filing fee for this application pursuant to section 65.

Tenant:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 39;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 55;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 58.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:45 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The tenant should have been aware of the hearing date, time and call in instructions as this dispute was initiated by the tenant and as such he was required to serve a copy of the notice of hearing on the respondent.

Accordingly, in the absence of the tenant’s participation in this hearing, I order the tenant’s application dismissed without leave to reapply.

The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. The hearing proceeded in the absence of the tenant.

### Preliminary Issue - Jurisdiction

Do I have jurisdiction to deal with this matter?

### Background and Evidence

The landlord submits that there was no tenancy agreement in place between the parties but rather the tenant only had a temporary license to occupy a pad on this residential property. The landlord submits it is up to the tenant to establish that a tenancy agreement exists, and the tenant has not done so. The landlord testified that the parties only entered into a temporary agreement for the tenant to rent a concrete pad on the property. The concrete pad was used as a backyard hockey rink by the previous owners. The original agreement was a 60-day agreement and was only extended as the tenant kept delaying as he was having difficulty finding a place due to the tight rental market. The tenant lived in his own Recreational Vehicle on this pad. There was no permanence to this arrangement.

### Analysis

Pursuant to section 2 of the Act, the Act applies to **tenancy agreements**, manufactured home sites and manufactured home parks.

A tenancy agreement is defined under section 1 of the Act as follows:

**"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;

Based on the evidence before me, I find there was never any tenancy agreement in place between the parties. The tenant was temporarily occupying a recreational vehicle on residential property and there was no permanence to this agreement. The tenant failed to participate in this hearing and submit any evidence to demonstrate otherwise.

As I find there is no tenancy agreement in place between the parties, I do not have jurisdiction under the Act over this matter.

Both above noted applications are dismissed in their entirety without leave to reapply.

Conclusion

I find that I do not have jurisdiction over this matter.

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: August 11, 2022

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Residential Tenancy Branch