



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with an applicant's Application for Dispute Resolution ("application") seeking remedy under the *Manufactured Home Park Tenancy Act* ("Act") as this matter relates to a site in a manufactured home park. The applicant has applied for an order to compel the respondent to comply with the Act, regulation or tenancy agreement.

The applicant, two support people for the applicant, DN and BC, counsel for the respondent, HD (counsel), and three representatives for the respondent attended the teleconference hearing. All parties, except counsel were affirmed. Counsel was not affirmed as counsel confirmed that they have been called to the BC Car and as such, have already sworn an oath. 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 confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

During the hearing, the parties were advised that I found the following to contain insufficient details and is too vague to proceed with a hearing this date:

<p>Please describe what you want the landlord to comply with and why: I want the landlord to comply with the Manufactured Home Park Tenancy Act, as they have threatened evictions, illegal rent increases, have neglected repairs in the past, and otherwise do not want the tenants to exercise the rights conveyed in the act.</p>

In addition, counsel submits that the Act does not apply to this living arrangement and as a result, submits that I do not have jurisdiction to hear this dispute.

Issue to be Decided

- Should this application be dismissed due to insufficient details under the Act?

Background and Evidence

No tenancy agreement was submitted in evidence.

Counsel submits that there was never a tenancy agreement signed. The applicant claims there was a tenancy agreement, however, the only document submitted was a “Shelter Information Form”, which the parties were advised is not a tenancy agreement.

Analysis

Based on the above, I find the following.

I find the applicant has provided insufficient particulars to proceed with this dispute resolution proceeding. Consequently, **I refuse** to hear this dispute pursuant to section 52(2)(b) of the Act, which applies and states:

Starting proceedings

52(2) An application for dispute resolution must

(a) be in the applicable approved form,

(b) **include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, ...**
[emphasis added]

While the applicant has liberty to reapply, the applicant is reminded that I make no finding regarding the jurisdictional argument submitted by the respondent’s counsel.

Should the applicant re-apply, that issue may be raised as a preliminary matter to be addressed at any future hearing.

No filing fee was paid.

Conclusion

The applicant's application is refused under section 52(2)(b) of the Act.

The filing fee was already waived.

I make no finding regarding jurisdiction in this Decision.

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: September 26, 2022

Residential Tenancy Branch