



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOPE RIVER GENERAL STORE AND EMORY BAR RV
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FFT

Introduction

This hearing dealt with the tenants' application, filed on September 26, 2022, pursuant to the *Manufactured Home Park Tenancy Act* ("Act") for:

- an order requiring the landlord to comply with the *Act*, *Manufactured Home Park Tenancy Regulation* or tenancy agreement, pursuant to section 55; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 65.

The landlord's agent and the two tenants, tenant MC ("tenant") and "tenant DC," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 7 minutes from 11:00 a.m. to 11:07 a.m.

The landlord's agent and the tenant confirmed their names and spelling. They both provided their email addresses for me to send this decision to both parties after this hearing.

The landlord's agent stated that she owns the landlord company ("landlord") named in this application. She said that she had permission to speak on the landlord's behalf at this hearing. She provided the rental property address.

The tenant stated that he had permission to represent tenant DC at this hearing (collectively "tenants"). He said that tenant DC would not testify at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this

hearing, the landlord and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to both parties. They had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, the tenant stated that the tenants vacated the rental property. The landlord's agent did not dispute same.

I informed both parties that the tenants' entire application was dismissed without leave to reapply, including the \$100.00 filing fee. I notified them that the tenants' claims relate to an ongoing tenancy only and the tenants moved out. Both parties affirmed their understanding of same.

During this hearing, the landlord's agent stated that this was not a manufactured home park, it was an RV park. She said that the landlord did not own the rental property. She said that the rental property was on Indian lands.

Neither party made submissions regarding jurisdiction at this hearing. Neither party requested that I make a decision regarding jurisdiction at this hearing. Neither party filed an application requesting a decision about jurisdiction. Therefore, I did not make a decision about jurisdiction. I did not decide the merits of this application.

Conclusion

The tenants' entire application is dismissed 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 09, 2023

Residential Tenancy Branch