



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNDCT, RR, RP, PSF, LRE, OLC

### Introduction

This hearing dealt with an application by the applicant pursuant to the *Manufactured Home Park Act* (the “Act”) for the following orders:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 60;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to sections 21 and 58;
- an order for the landlord to make repairs to the manufactured home park or site pursuant to sections 26 and 55;
- an order for the landlord to provide services or facilities required by law pursuant to sections 21 and 58;
- an order to suspend or set conditions on the landlord's right to enter the manufactured home site pursuant to section 63; and,
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 55.

VB, the applicant and AP, the applicant's assistant appeared at the hearing.

KM, the landlord appeared at the hearing.

As both parties were in attendance, I confirmed that there were no issues with service of the Notice of Dispute Resolution Proceeding. In accordance with sections 88 and 89 of the Act, I find that the respondent was served with the Notice of Dispute Resolution Proceeding.

The applicant testified that they attached a USB drive labelled “RTB Evidence” containing the respondent’s name to the door of the respondent’s residence prior to uploading the evidence to the RTB electronic file. The respondent denied receipt of the same.

I acknowledge the conflicting testimony of the parties, however, based on my findings as set out below, I find this conflict immaterial to the outcome of this dispute.

The parties were cautioned that recording of the hearing is prohibited based on Rule of Procedure 6.11. The parties were given full opportunity under oath to be heard, to present evidence and to make submissions.

#### Issue(s) to be Decided

Does the Act apply to this dispute, and do I have jurisdiction to decide this dispute?  
If so, is the applicant entitled to monetary compensation?

#### Background and Evidence

After review of the application and evidence submitted prior to the hearing, I determined it was necessary to decide whether the property at issue meets the definition of a manufactured home site within a manufactured home park to which the Act applies.

As a result, I asked the parties specific questions regarding the same. The applicant testified that they own the trailer, which was parked on the property from December 1, 2022, until May 30, 2023, two days before the hearing in this matter.

The applicant testified that they answered an add on facebook for an RV pad and during their stay at the property, it was their main and only residence. The applicant testified that they understood that the respondent would be obtaining permits to operate the property as an RV park; however, the respondent did not do so and was operating an illegal RV park.

When questioned, the applicant testified that there were no permanent fixtures such as a deck, carport or skirting associated with their trailer, but they believed there may have been if the respondent prepared their spot as promised. The applicant testified that the trailer was parked in the driveway and then moved to a corner of the property where there were no utilities. The applicant testified that they were never given a “proper” spot.

The applicant testified that the respondent signed an Intent to Rent form which included a deposit of \$425.00 and that they paid the respondent \$850.00 per month. The applicant testified that it cost them well over \$1,000.00 to live on the property because they had to purchase water, propane, and other necessities. The applicant testified that they were provided electricity by way of an indoor power cord.

The respondent testified that the property is Agriculture Land Reserve (ALR) land and is owned by a company that the landlords have investments in. The respondent testified that the parties did not sign a tenancy agreement and that it was just month to month with a receipt.

The respondent testified that they believe the applicant paid \$800.00 a month but it was reduced to \$750.00 in February 2023. The respondent testified that the applicant has not paid anything since February 2023.

The respondent testified that the property was equipped with waterlines and sanitary waste disposal at one point, but the applicant has not had any hook-ups for months. The respondent testified that they left the tenant's electricity on until the end of February but that the applicant has not had any water or sewer since February 22, 2023, when they received a letter from the City requiring that the applicant leave the property. The respondent testified that they were hauling water to the applicant regularly. The respondent testified that the property is not zoned as a campground or manufactured home park.

Finally, the respondent testified that they were informed by bylaw officers for the city that the Residential Tenancy Branch does not have any jurisdiction over ALR land. The respondent indicates that they have made a claim against the applicant in the Provincial Supreme Court.

### Analysis

Where there is a question of jurisdiction, the applicant bears the burden to prove the Act applies. Residential Tenancy Branch Policy Guidelines 9 and 27 provide policy statements and information with respect to jurisdiction concerning recreational vehicles, campgrounds and licenses to occupy. As provided in those policy guidelines, a recreational vehicle may meet the definition of a "manufactured home"; however, I must be satisfied that the property occupied by the respondent is a manufactured home site

in a manufactured home park under a tenancy agreement as opposed to a license to occupy.

My authority to resolve disputes is provided by the Director of the Residential Tenancy Branch and is limited to disputes involving tenancies that fall under the *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act*.

I have considered the oral testimony of the parties and evidence on the applicant. However, while the tenant may have believed they entered into a tenancy agreement with the respondent, I do not accept this to have been the case.

I find that the site occupied by the applicant was not sufficiently equipped with services and utilities one would ordinarily expect in a manufactured home park (water lines, sanitary waste disposal, or permanent outdoor electrical connections). Further, the property was not zoned for use as a manufactured home park. Finally, there were no features of permanence associated with the applicant's trailer. Ultimately, I am not satisfied that the subject property is a manufactured home site in a manufactured home park to which the Act applies.

Therefore, I decline to accept jurisdiction to resolve this dispute.

The applicant remains at liberty to pursue a remedy against the respondent in the appropriate legal forum.

### Conclusion

I find that the Act does not apply to this dispute, and I have decline jurisdiction to consider the applicant's application.

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

Dated: June 06, 2023

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Residential Tenancy Branch