



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL, MNDL, MNDCL, FFL

Introduction

The applicant applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. He asks me for the following orders against the respondent.

1. Exclusive possession of the rental unit in favour of the applicant.
2. Payment of \$16,800.00 in unpaid rent.
3. Compensation for \$5,000.00 for damage to the rental unit by the respondent.
4. Compensation for lost revenue in the amount of \$2,500.00.
5. Reimbursement for the \$100.00 filing fee for this application.

The applicant appeared at the hearing on 23 May. The respondent also appeared.

Issues to be Decided

Does the Director have jurisdiction to hear this application?

If the Director does have jurisdiction, then should the tenancy end?

And does the respondent owe the applicant rent?

And should the respondent compensate the applicant for damage done to the rental unit and for lost revenue?

Should the respondent reimburse the applicant for the cost of filing this application?

Background and Evidence

The applicant is the father of the respondent. Both parties agree that the respondent [the 'Son'] has been living on the property of the applicant [the 'Father'] for the past several years. But the Father wants his Son to leave, and his Son wants to stay.

The Father told me that the Son was supposed to pay \$700.00 rent to him each month.

The Son told me that he was supposed to pay only \$500.00 for room and board in the house on his Father's property, and that he would share a kitchen and bathroom with the Father. The Son said that \$350.00 was for the room, and \$150.00 was for board. These payments had no specific due-date: some months the Son would pay nothing, other times he would pay a lump sum of \$1,000.00 (I will refer to this arrangement as the, 'Room and Board Arrangement').

Later, the arrangement changed: the Son started to live in a camper either on the Father's property, or just off of it (hence the Father describing the 'rental unit' in his filing as, 'in my field'). I will refer to this arrangement as the 'Camper Arrangement'.

When the Son began living in the camper, he still sought to rent a room in his Father's house to use as an office or workspace. He proposed paying \$150.00 each month for this space, but the Father rejected that proposal.

In contrast to the filed application, the Father told me during the hearing that, 'I'm not a landlord, really.' He said that the Son never really paid any rent to him. The only reason he filed this application, he told me, was:

- once, out of frustration at his Son refusing to leave, he called the police in the hopes that they could remove his Son; and
- when police showed up, they advised the Father that his dispute with his Son was a matter for the RTB.

Analysis

I have considered all the evidence proffered by the parties. And I have considered all the arguments made by the parties.

This is a family dispute, and family disputes can be complex. When such disputes take on legal aspects, the complexity can compound, and make the dispute all the more difficult for those involved to understand what might be done to resolve the dispute.

Complicating matters in this case is bad advice given to the Father. Based on this advice, the Father says that the Director has jurisdiction over this dispute. For his part, the Son says he doesn't know over 'who or what' the Director has jurisdiction.

Contrary to the police advice, this dispute is not a matter for the RTB. I will explain why.

Section 2 of the *Residential Tenancy Act* [the 'Act'] stipulates that the Act only applies to tenancy agreements and rental units. Section 4 (c) of the Act clarifies that the Act does not apply to, 'living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation'.

The evidence I heard at this hearing satisfied me that the Room and Board Arrangement is not a tenancy, in light of section 4 (c). The Son was living in the house of his Father, sharing his bathroom and kitchen. Consider too that the Father's own position is that he is not a landlord, and has never charged his Son rent.

What about the Camper Arrangement? Could that be a tenancy under the *Manufactured Home Park Tenancy Act*?

No, because:

1. section 2 of that act stipulates that the act only applies to, 'manufactured home parks'; and
2. section 1 of that act defines 'manufactured home parks' as, 'the parcel or parcels... on which one or more manufactured home sites that the same landlord rents or intends to rent... are located'

The Father's position on his application is that he is not a landlord, and that he did not intend to rent his property to his Son.

Furthermore, the Son doubts that his camper is even located on the property of the Father. I have no other indication of where the camper is, other than the Father's description of, 'in my field'. Even if I were to accept that description, the Father himself (whose application this is) denies being a landlord or seeking rent payments from his

Son. And the Son's own evidence is that his Father refused payments from him under the Camper Arrangement.

To clearly summarise my analysis, this dispute cannot be resolved by the RTB.

Conclusion

The parties have failed to provide compelling evidence that this dispute is within the jurisdiction of the Director. I find, on a balance of probabilities, that the Room and Board Arrangement and the Camper Arrangement are not tenancies.

Accordingly, I dismiss this application without leave to re-apply.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act and section 9.1 (1) of the *Manufactured Home Park Tenancy Act*.

Dated: 2 June 2023

Residential Tenancy Branch