



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

The Applicants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The Applicants ask me for the following orders against the Respondents.

1. Cancellation of a Two-month Notice to End Tenancy for Landlord Use, issued 28 February 2023.
2. Reimbursement for the \$100.00 filing fee for this application.

The Applicants appeared at the hearing on 4 July 2023. The Respondents 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?

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

Background and Evidence

The Applicants arranged to buy from the Respondents a manufactured home that they owned [the 'Home'].

The Applicants had been living in the Home, which is situated on a manufactured-home site, and paying the Respondents \$300.00 each month as instalment payments toward the purchase of the Home [the 'Instalment Payments'].

Separate from these Instalment Payments, the Applicants also pay rent to a man who owns the manufactured-home site. For the sake of clarity, the Respondents are not the owners of the manufactured-home site.

The Respondents want the Applicants to vacate the Home, but the Applicants want to stay, as they say they have an ownership interest in the Home.

Analysis

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

Section 2 of the *Residential Tenancy Act* stipulates that the act only applies to tenancy agreements, rental units, and other residential property. Section 4 (j) clarifies that the act does not apply to, 'tenancy agreements to which the *Manufactured Home Park Tenancy Act* applies'.

Section 2 of the *Manufactured Home Park Tenancy Act* stipulates that that act only applies to tenancy agreements, manufactured home sites and manufactured home parks.

Neither act applies to this dispute, which is over the ownership of the Home. The tenancy agreement that does appear to apply to this Home is between the Applicants and the man who owns the manufactured-home site (who is not a party to this dispute), and relates to the manufactured-home *site* – not the Home itself.

While the Director of the RTB might have jurisdiction to hear a dispute dealing with the manufactured-home site where the Home is, the Director does not have jurisdiction to determine *ownership* of a manufactured home (unless that issue is incidental to a tenancy, which, in this case, it is not).

Conclusion

As the Director has no jurisdiction to resolve this dispute, I dismiss this application without leave to re-apply.

I make this decision on authority delegated to me by the Director *per* section 9.1(1) of the *Residential Tenancy Act*.

Dated: 3 August 2023

Residential Tenancy Branch