



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNR, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenant had applied for return of double the security deposit. The landlords had applied for compensation for unpaid and/or loss of rent; damage to the unit, site or property; and authorization to keep the security deposit.

Preliminary and Procedural Matters

Although both parties filed Applications for Dispute Resolution indicating the Residential Tenancy Act applied to their tenancy relationship, the landlord raised an issue with respect to jurisdiction. I was provided undisputed verbal testimony that the property that was rented to the tenant was a floating home and the landlords were the owners of that floating home. The landlords, in turn, paid for the “water stamp”. I informed the parties that I would reserve my decision with respect to jurisdiction and continue to hear the issues under dispute.

As the hearing continued, the parties reached a settlement agreement. Although the landlord was of the position the Act does not apply to the relationship between the parties and I had not reached a decision with respect to jurisdiction, the landlord agreed to honour the settlement agreement.

Pursuant to section 2, the Act applies to tenancy agreements, rental units and other residential property. In order to have the Act apply to the relationship between these parties all three of these components must be a constituent of that relationship. All three of these terms are defined by the Act.

While I have no doubt a tenancy relationship existed between the parties, I find I do not have enough information to determine whether the tenancy involved “residential property”, as defined in the Act. As provided by the definition, residential property

means a building or any other structure in which the rental unit is located on a “parcel or parcels” of land.

In the absence of sufficient information pertaining to whether the floating home is located on a parcel of land, and considering the parties reached a settlement agreement, I make no finding as to whether the subject property meets the definition of residential property to which the Act applies. Nor, do I provide either party with a Monetary Order. Rather, this decision shall serve to memorialize the agreement reached between the parties during the hearing.

The landlords would be well served to obtain their own legal advice based upon all relevant information to determine whether the Act applies to any current and future tenancies involving their floating home.

The parties agreed to the following in full and final satisfaction of any and all disputes related to this tenancy:

1. The landlords shall pay the tenant the sum of \$244.00 without further delay.

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 05, 2013

Residential Tenancy Branch