



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, RP, RR, MNDC, OPR, MNR, MNDC

Introduction

This hearing was set to deal with a Tenant's Application for Dispute Resolution and a Landlord's Application for Dispute Resolution. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

My jurisdiction to resolve disputes is limited to those that fall under the *Residential Tenancy Act* or the *Manufactured Home Park Tenancy Act*. Both parties had filed Applications for Dispute Resolution indicating their Application was being filed under the *Manufactured Home Park Tenancy Act* (the Act). Based on some of the written submissions and photographs that had been submitted I questioned whether the subject property was a manufactured home site in a manufactured home park. In response, both parties were in agreement stated that the subject property is not a manufactured home site in a manufactured home park.

Although the "tenants" moved their recreational vehicle onto the property, which they have been residing in, with the permission of the "landlord" and were required to pay the landlord money for this right, it appeared to me that this arrangement was more consistent with a licence to occupy. Licenses to occupy are not included in the definition of "tenancy agreement" under the Act and the Residential Tenancy Branch does not have authority to resolve disputes involving licenses to occupy. Nor, may a licensee or licensor pursue an Application for Dispute Resolution under the Act. The Residential Tenancy Branch provides information on this matter in Residential Tenancy

Branch Policy Guideline 27: *Jurisdiction* and 9: *Tenancy Agreements and Licenses to Occupy*.

Where a party makes an Application for Dispute Resolution it is upon the party to establish that the Act applies. Since both parties were in agreement that the Act does not apply and from what I saw and heard it would appear the parties had a license to occupy, I informed the parties that I was declining jurisdiction to resolve this matter. The parties had requested that I record agreements reached between them while in my presence and a provision of a forwarding address. As a courtesy to the parties I have recorded the agreement that was reached in my presence and the forwarding address that was provided. For ease of reference I continue to refer to the parties as landlord and tenant even though they may be licensee and licensor.

The parties mutually agreed to the following terms to facilitate the removal of the “tenants” recreational vehicle from the property in my presence:

1. The landlord shall come to the property between 4:00 p.m. and 6:00 p.m. on April 20, 2018 and meet the tenant referred to by initials JG for purposes of moving boulders away from the tenant’s recreational vehicle as set out in term 2 below. The landlord may have one witness present.
2. During the meeting described in term 1 above, JG shall use the landlord’s excavator with the landlord’s permission but in the presence of the landlord to relocate the boulders that are currently near the tenant’s recreational vehicle to the area designated by the landlord.
3. No later than April 23, 2018 the landlord shall have a certain 5th wheel trailer near the driveway of the property spun or moved so that the tenants have sufficient and safe clearance for moving their recreational vehicle off the property.
4. The tenants shall vacate and remove their recreational vehicle from the property on April 24, 2018.

The landlord requested the tenants provide their forwarding address, which the tenants did during the hearing, and I have recorded it on the cover page of this decision. The tenant did state that the postal code provided was to the best of his knowledge but that he was not entirely certain as to the accuracy of the postal code.

The parties were informed that they remain at liberty to pursue their monetary claims against each other in the appropriate forum such as the Civil Resolution Tribunal or Small Claims court.

Conclusion

I was not satisfied that the parties have a tenancy agreement that falls under the *Manufactured Home Park Tenancy Act* and I declined jurisdiction to resolve this matter.

It would appear the parties have a license to occupy and they remain at liberty to pursue their monetary claims in the appropriate forum such as the Civil Resolution Tribunal or Small Claims court.

I have recorded a mutual agreement the parties reached in my presence with respect to facilitating the removal of a recreational vehicle from the property as a courtesy to the parties and the forwarding address that was orally provided in my presence.

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: April 19, 2018

Residential Tenancy Branch