



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes** CNR, MNRT, AAT, LRE, LAT, OLC, FFT

### Introduction

This hearing dealt with the tenants' application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 39;
- a monetary order for compensation for emergency repairs under the *Act*, regulation or tenancy agreement pursuant to section 60;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 63;
- an order to allow access to or from the rental unit or site for the tenant or the tenants' guests pursuant to section 24; and
- an order to allow the tenants to change the locks to the rental unit pursuant to section 55;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 65;

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing. Both parties confirmed that they understood.

At the beginning of the hearing, both parties confirmed that pursuant to the agreement in the last hearing held on June 29, 2021, the landlord provided access to the tenants to remove their 5th Wheel RV and vehicles from the property before July 31, 2021. Both

parties confirmed that the tenancy in relation to the 5<sup>th</sup> Wheel RV is over, and that the tenants have vacated the property. As the tenancy had ended, and the landlord no longer requires an Order of Possession pursuant to the 10 Day Notice dated April 30, 2021, the 10 Day Notice is hereby cancelled, and is of no force or effect. The tenant's application to cancel the 10 Day Notice is therefore cancelled.

### **Preliminary Issue: Jurisdiction**

I confirmed that the remaining issues referenced in the tenants' application pertain to the shop portion of agreement, and associated disputes between both parties. As noted in my previous decision dated June 29, 2021, I declined jurisdiction to hear any matters in relation to the shop as I was not satisfied that the primary use of the shop was for residential purposes. As I had already previously decided that the *Act* does not apply to this matter, I find that the issue of jurisdiction is *res judicata* meaning the matter has already been conclusively decided and cannot be decided again.

### **Conclusion**

As both parties confirmed that the tenancy had ended in relation to the 5th Wheeler, the landlord's 10 Day Notice is cancelled, and is of no force or effect.

I find the remaining matters *res judicata* meaning the matter has already been conclusively decided and cannot be decided again.

The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As I was not required to make a decision on the merits of this case, I find that the tenants are not entitled to recover the \$100.00 filing fee paid for this application. The tenants must bear the cost of this filing fee.

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: September 10, 2021

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Residential Tenancy Branch