DECISION

Introduction

This hearing dealt with two Applications for Dispute Resolution filed by the Tenant under the *Manufactured Home Park Tenancy Act* (the Act) and joined together, for:

- an order for the Landlord to make emergency repairs for health or safety reasons under sections 27 and 55 of the Act
- an order for the Landlord to provide services or facilities required by law
- an order for the Landlord to comply with the Act, regulations or tenancy agreement.

Tenant M.P. attended the hearing for the Tenant.

The respondent Landlord was represented by two agents and legal counsel.

Procedural Matters

The hearing was held over two dates, and I issued an Interim Decision on August 14, 2025. The Interim Decision should be read in conjunction with this decision.

As seen in the Interim Decision, I had authorized and ordered the parties to provide additional materials in support of their respective position concerning jurisdiction so that I may a determination. At the start of the reconvened hearing, I confirmed the parties exchanged their additional materials with each other although the Tenant was of the position she received the Landlord's materials one day late. The Tenant confirmed that she had sufficient time to review and respond to the Landlord's materials and having been satisfied she was not prejudiced by the lateness, I deemed the Tenant sufficiently served and I admitted the Landlord's additional materials for consideration in making my decision.

The Tenant's materials were also admitted for consideration in making my decision.

The Tenant raised an issue with the License Agreement she had received prior to the first hearing reflecting a daily amount that is different than the amount appearing on her copy of the License Agreement. I had not received that document from the Landlord. Rather, I received a copy of a License Agreement during the period of adjournment and I have compared the License Agreement received from both parties and I am satisfied they are identical. Nevertheless, I shall rely upon the copy submitted by the Tenant out of an abundance of caution.

Preliminary Issue – Does the Manufactured Home Park Tenancy Act apply?

My jurisdiction to resolve disputes is conveyed upon me by the Director of the Residential Tenancy Branch under the *Manufactured Home Park Tenancy Act* (the Act). Accordingly, I may only resolve disputes between a landlord and a tenant with respect to a tenancy agreement for rental of a site in a manufactured home park. If parties do not have a landlord/tenant relationship governed by the Act, I do not have jurisdiction to determine the matter(s) under dispute and the parties will have to resolve their dispute in the appropriate forum.

Position of Applicant M.P.

M.P. submits that her agreement for occupancy of the site is a tenancy agreement that falls under the Act. M.P. has resided continuously at the same site since June 2023, with her trailer and the site configured for long-term residential use, including bolted stairs, gazebos, potted plants, and artificial turf. Her site is located in the rear portion of the park, which she describes as primarily occupied by long-term residents.

M.P. acknowledges signing a P.A.R.P. License Agreement on June 24, 2023, which initially set the monthly rate at $920.00 plus tax, later transitioning to a daily rate of $25.50 plus tax, and subsequently increasing to $26.78 per day plus tax. More recently, the Landlord has been seeking a daily rate of $73.59 per day.

M.P. notes that the License Agreement and the Landlord have claimed that there is a six month occupancy limit imposed under a City by-law; however, she has researched the by-law, and it does not apply to R.V. or trailer parks, only hotels and motels or other buildings that provide tourist accommodation.

M.P. also points out that in Term 1 of the License Agreement, there is inconsistency in referring to the agreement as a license and a lease.

M.P. also references a prior Residential Tenancy Branch decision issued in 2021 where other long-term occupants of the park were found to have a tenancy and their eviction was cancelled. She submits this as precedent supporting her position.

Position of Respondent P.A.R.P.

P.A.R.P. maintains that the agreement with M.P. constitutes a license to occupy, not a tenancy, and therefore falls outside the jurisdiction of the Act. In support of this position, the respondent relies on Residential Tenancy Policy Guideline 9, which states that a license to occupy does not fall under the Act. Policy Guideline 9 also sets out that with a license to occupy an occupant does not have exclusive possession of the site and that the license may be revoked at any time.

P.A.R.P. points to the License Agreement signed by M.P. and that the term “license” is used numerous times throughout the document. They acknowledge a clerical error in the Term 1 of the agreement referring to automatic renewal of a “lease” rather than a

"license" but asserts that the intent and structure of the agreement clearly reflect a license to occupy rather than a tenancy or a lease.

P.A.R.P. submitted that staff enter the rental site to inspect the sewer connections and electrical meter at any time, without having to give notice to M.P. in support of their position that M.P. does not have exclusive possession of the site.

P.A.R.P. acknowledged the previous decision RTB issued in 2021 but took the position different circumstances applied in that case in that the occupants had been occupying their site for approximately 18 years and been paying a flat monthly rate. Other considerations are the presence of permanent structures which M.P. has not installed or been permitted to install. The items M.P. placed on the site, including wooden stairs, gazebos, potted plants and artificial turf are not permanent structures.

P.A.R.P. maintains their position that there is a six month occupancy limit imposed by the City; however, P.A.R.P. often permits occupants to stay longer than six months so long as they pay for their site, in advance.

The respondent wanted it noted that M.P. paid for her hydro one day late and never paid the $1,700.00 or any other amount as she agreed to do during the first hearing, as seen in the Interim Decision. M.P. acknowledged that to be accurate and blamed her failure to pay on the Landlord's agent being rude to her and telling her not to come to the office after she made the hydro payment. The Landlord's agent denied that to be true, explaining they were expecting the $1,700.00 payment so they would not have barred M.P. from the office.

Analysis

The Act applies to tenancy agreements with respect to rental sites in a manufactured home park. Section 1 of the Act defines states that a tenancy agreement does not include a license to occupy. As such, if parties have a license to occupy, the Act does not apply and I do not have jurisdiction to resolve the parties' dispute(s).

Where parties are in dispute as to whether they have a license to occupy or a tenancy agreement, Residential Tenancy Policy Guideline 9 states that it is up to the party making an application under the Act to show that a tenancy agreement exists. To determine whether a tenancy or licence to occupy exists, an arbitrator will consider what the parties intended, and all the circumstances surrounding the occupation of the rental unit or site.

Some factors that may help distinguish a tenancy agreement from a licence to occupy are discussed below. No single factor is determinative.

In *Steeves v. Oak Bay Marina Ltd.,* 2008 BCSC 1371, the BC Supreme Court found that the Act is intended to provide regulation to tenants who occupy a manufactured home park with the intention of using the site as a place for a primary residence and not for short-term vacation or recreational use where the nature of the stay is transitory and has no features of permanence.

Features of permanence may include:

- The home is hooked up to services and facilities meant for permanent housing, e.g. frost-free water connections;
- The tenant has added permanent features such as a deck, carport or skirting which the landlord has explicitly or implicitly permitted;
- The tenant lives in the home year-round;
- The home has not been moved for a long time.

In *Steeves*, the Court set out that while the Act is not intended to apply to seasonal campgrounds occupied by wheeled vehicles used as temporary accommodation, there are situations where an RV may be a permanent home if it is occupied for "long, continuous periods." Another applicable case is *D. & A. Investments Inc. v. Hawley,* 2008 BCSC 937. As a result, if the home is a permanent primary residence then the Act may apply even if the home is in an RV park or campground.

Under section 22 of the Act, a tenant has exclusive possession of the rental site, subject only to the Landlord's restricted right to enter. As such, if the park or property owner retains access to or control over portions of the site and retains the right to enter the site without notice, it would be consistent with a license to occupy.

Other factors that suggest the Act does not apply include include:

- rent is charged at a daily or weekly rate, rather than a monthly rate and tax (GST) is paid on the rent;
- the parties have agreed that the occupier may be evicted without a reason, or may vacate without notice;
- the agreement has not been in place for very long;
- the property owner pays utilities and services like electricity and wi-fi; and • there are restricted visiting hours.

In this case, the License Agreement provides that the occupant must keep the site clear for the park staff to inspect sewer connections, and I accept the unopposed testimony that the park's staff do enter the site to do this, and the electric meter, without giving advance notice to M.P. As such, I find this conduct points to M.P. not having exclusive possession of the site, which is consistent with a license to occupy.

Both parties agreed that M.P. paid rent plus GST throughout her stay. At first the amount payable was a monthly rate, but it changed to a daily rate after six months. The change from a monthly rate to a daily rate may be linked to P.A.R.P.'s belief that there is a six month occupancy limit under the City by-law; however, I find the applicability of the by-law is largely irrelevant in this case since P.A.R.P. acknowledged that they frequently permit occupants to stay beyond six months. What is more relevant is that the P.A.R.P. has been charging GST on the monthly or daily rate and GST is not

payable on rents payable under a tenancy agreement. Therefore, the payment of GST is in keeping with a license to occupy.

I have reviewed the photographs presented to me, and I am of the view the items placed on the site by M.P. including the stairs, gazebos, outdoor furniture and the like are not permanent structures. The lack of permanent structures of more in line with a license to occupy than permanence associated with a tenancy.

Also of consideration is that utilities such as hydro and cable are obtained from P.A.R.P. and M.P. cannot open her own utility accounts for the site which is another consideration since permeant residences are often capable of having their own utility accounts.

Finally, the License Agreement signed by M.P. repeatedly and frequently refers to the agreement as being a license, except in one place. I accept that using the word “lease” in one place in the document is likely a typographical error when I review the entire content of the document. M.P. signed the document and in doing so agreed to be bound by its terms. I find this points to the parties’ intending to enter into a license to occupy when their agreement formed.

As for the previous RTB decision issued in 2021, it is important to note that each case turns on its own merits. The agreement before me started in 2023 and I accept P.A.R.P.’s explanation that they have been transitioning away from long term, flat rate agreements. Therefore, I make my decision based on the agreement between the parties before me and the facts and circumstances surrounding M.P.’s occupation of the site.

Based on all of the above, I find on a balance of probabilities that the parties entered into a license to occupy and I find M.P. did not persuade me that they have a tenancy agreement. Since a tenancy agreement does not exist, I find that the Act does not apply, and the parties’ dispute falls outside of my jurisdiction. As such, I decline to issue any of the orders sought by M.P. in her applications.

The parties remain at liberty to resolve their dispute in the appropriate forum.

Conclusion

I decline to accept jurisdiction to resolve the matters under dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: September 10, 2025

Residential Tenancy Branch