



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

RP

Introduction

This hearing dealt with an Application by the tenant for Dispute Resolution under the Manufactured Home Park Tenancy Act seeking an Order to force the landlord to complete repairs.

Both the landlord and the tenant appeared and each gave affirmed testimony in turn. Witnesses for both parties were also ready to appear if required.

Preliminary Matter

At the outset of the hearing it was established that the tenant was renting the residence from the landlord, and was not merely renting the site pad. Although the tenant had made application under the Manufactured Home Park Tenancy Act, section 4 of the Act states:

“This Act does not apply with respect to any of the following:

(a) a tenancy agreement under which a manufactured home site and a manufactured home are both rented to the same tenant”

Given the above, I found that the tenancy in this instance was not covered by the Manufactured Home Park Tenancy Act and amended the application to reflect this. The dispute therefore proceeded under the jurisdiction of the Residential Tenancy Act.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are:

- Has the tenant submitted proof that the landlord has violated section 32 by failing to repair and maintain the residential unit?
- Whether the landlord should be ordered to conduct repairs to ensure that the condition of the unit complies with the health, safety and housing standards required by law.

Background and Evidence

The tenancy began in January 2000. The tenant testified that the unit had been in dire need of maintenance and repairs for a long period of time. The tenant gave testimony and submitted evidence to prove that the condition of the rental unit was below the standards required under section 32 of the Act. The tenant was requesting that an Order be issued to compel the landlord to immediately commence repairs to the unit. The tenant testified that the condition of the unit had deteriorated to the point that the building should be condemned. The tenant submitted an "Inspection Report" by a professional fire, flood and mold contractor as well as numerous photos of the unit showing serious damage and wear. The tenant testified that the tenant had previously received a Two-Month Notice to End Tenancy for Landlord Use indicating that the landlord required vacant possession in order to complete repairs and renovations. The tenant had disputed the Notice and a decision issued on May 22, 2008, granted the tenant's request to cancel the Two-Month Notice.

The landlord testified that the condition of the unit was indeed below the standards required by law. The landlord acknowledged that maintenance on the unit had been deficient prior to their acquiring ownership of the rental unit from a relative, and the landlord stated that it was their intention to rectify this. The landlord agreed that

extensive repairs and renovations would be required and agreed that there was a possibility that the unit may even be in a state that it is beyond repair. The landlord consented to take immediate action to address this situation in the most appropriate manner to ensure that the rental did not contravene building and safety standards.

Analysis

Section 32 (1) of the Act states that a landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Based on the testimony of both parties, and the evidence and facts before me, I find that the rental unit is below acceptable standards for a residential rental unit in violation of section 32 of the Act. I find as a fact that this rental unit requires significant repairs and extensive renovation work to make it inhabitable or other appropriate intervention without delay.

Mutual Agreement

In considering the merits of the tenant's application, a mediated discussion ensued, the outcome of which was a mutual agreement by the parties in settlement of the dispute. The landlord and tenant agreed on the following:

- An order will be issued against the landlord ordering that the landlord initiate immediate action to correct all deficiencies in the electrical, plumbing, roofing, structural and interior finishes of this manufactured home in order to comply with section 32 of the Act.
- The parties will pursue legal advice or obtain information from the Residential Tenancy Branch in regards to their reciprocal rights and obligations under the Act.

I make no findings on the cause of the deficiencies in the structure and there was no determination as to whether it had occurred from damage by the occupant, neglect by the landlord or normal wear and tear through use over time.

Conclusion

Given the above, and based on the mutual agreement between the parties, I hereby issue an order against the landlord, on consent of both parties, requiring that the landlord immediately commence measures to address the deficiencies in the condition of the rental unit to the extent required by law, the local building code and safety standards. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the tenant is entitled to be reimbursed for the cost of filing this application in the amount of \$50.00. I order that the tenant deduct this amount from the rent owed as a one-time abatement.

May 2009

Date of Decision

Dispute Resolution Officer