



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

ERP & RP

Introduction

This hearing dealt with two joined applications made by two tenants both residing in a manufactured home park. The tenants are seeking an Order that the landlord complete repairs, or emergency repairs to the property. Both parties were present at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions during the hearing.

Issues(s) to be Decided

Are there repairs to be completed to the property that are the landlord's responsibility?

Background and Evidence

The tenancy at unit #30 began on July 4, 1007 for the monthly pad rent of \$351.00. The tenancy at unit #31 began on December 1, 2006 for the monthly pad rent of \$320.18. Both tenants describe a problem which they believe is a result of the septic field malfunctioning. Essentially, there is a significant amount of water that appears to be flowing from the area of the septic field and down and across their pad sites. The tenants believe that this water is septic water and poses a health hazardous.

The landlord has investigated the problem and has had testing completed which confirms that the water is not hazardous. It has been established; however, that there is water flowing along the sloping grade of the property and running through these two pad sites. The landlord stated that there are repairs to be completed involving the installation of drainage. The landlord has requested that each tenant contribute to the cost of this repair.

Analysis

I find that the landlord's request to have the tenant's contribute to the cost of these repairs is not consistent with the *Act*. Section 26 of the *Act* states:

Landlord and tenant obligations to repair and maintain

- 26** (1) A landlord must
- (a) provide and maintain the manufactured home park in a reasonable state of repair, and
 - (b) comply with housing, health and safety standards required by law.
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas.
- (3) A tenant must repair damage to the manufactured home site or common areas that is caused by the actions or neglect of the tenant or a person permitted in the manufactured home park by the tenant.
- (4) A tenant is not required to make repairs for reasonable wear and tear.
- (5) A landlord is not required to maintain or repair improvements made to a manufactured home site by a tenant occupying the site, or the assignee of the tenant, unless the obligation to do so is a term of their tenancy agreement.
- (6) A landlord's obligations under subsection (1) (b) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

It is my determination that the tenants are not responsible for the maintenance and repair of the manufactured home park. The water is collecting and running along the natural grade of the property and the source is unknown. The installation of drainage to collect and channel this water is a responsibility of the landlord.

At this point, I find that it is premature to issue an Order compelling the landlord to complete this repair. The landlord has investigated the problem and this decision has clarified the landlord's obligations. However, if the landlord does not complete the repairs in a reasonable period of time following this decision, the tenants are at liberty to make a new application.

Conclusion

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*.



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I have determined that the tenants' applications are premature. I have clarified the landlord's obligation under the *Act* to make the repairs and I find that the landlord should be provided a reasonable period to complete the repairs in a manner he determines is appropriate.

The tenants' applications are dismissed with leave to re-apply should the repairs not be completed in a reasonable period of time.

Dated: July 24, 2009.

Dispute Resolution Officer