



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNC; MNR, RP, RR

Introduction

This matter was scheduled to be heard on November 5, 2010. The Tenant's application for an adjournment was granted in order to allow the Tenant to have an advocate present. The matter was adjourned to November 30, 2010.

This is the Tenant's application to Cancel a One Month Notice to End Tenancy for Cause; for a Monetary Order for the cost of emergency repairs; for an Order that the Landlord make repairs to the site; and to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The parties gave affirmed testimony at the Hearing.

Issues to be decided:

- Should the Notice to End Tenancy for Cause issued October 2, 2010, be cancelled?
- Is the Tenant entitled to a monetary order for costs she incurred making emergency repairs and a reduction in rent for repairs, services or facilities agreed upon but not provided?
- Should the Landlord be ordered to make regular repairs to the site?

Background and Evidence:

The Tenant received a Notice to End Tenancy for Cause on October 2, 2010.

The Notice indicates the following reasons for ending the tenancy:

- The Tenant has not done required repairs of damage to the site.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Landlord testified that he has been trying unsuccessfully for a couple of years to have the Tenant make required repairs to the rental site. The Landlord testified that the site and the manufactured home are in an unsafe state. The Landlord is particularly concerned with electrical problems, the lack of an outside water tap and a decaying deck. Finally, in July, 2010, the Landlord provided the Tenant with a Condition Inspection Report, a copy of which was provide in evidence, that required the Tenant to make the following repairs to:

- Lawn/Garden
- Yard litter
- Shrubs
- Fences/Outbuildings
- Decks/Skirting
- Rust/oxidization
- Paint
- Mail box
- Site # (not easily visible)

The Landlord testified that the outside tap curb stop stared to leak 3 years ago and he had replaced the old curb stop with one that met the current building standards. At that time, the Landlord also temporarily hooked up access to the water for the Tenant.

The Landlord testified that he was responsible for the plumbing on his side of the curb stop and the Tenant is responsible for her side. The Landlord testified that last week, the Tenant had a plumber come to install a new tap for the Tenant's portion of the water pipe, but that the plumber put the new tap on the wrong side of the curb stop. The Landlord testified that the electrical system in the manufactured home is unsafe and that the plumber could have been electrocuted while he was working on the taps because the electrical wiring was shorting into the wet ground.

The Landlord stated that required repairs to the manufactured home would probably be in excess of \$50,000.00. The Landlord provided photographs of the manufactured home and the site in evidence.

The Landlord asked for an Order of Possession effective January 1, 2011.

The Tenant gave the following testimony:

The Tenant received the Landlord's Report in July, 2010, and disposed of the yard litter at the beginning of August and tidied up the lawn by the end of August. She had no money to repair the fence or deck. She was ill from the middle of October until mid November. On November 15, 2010, she discovered that the Ministry would pay for her outside tap and the electrical repairs. The plumber installed a tap on November 16, 2010, but no repairs to the electrical system have been done yet.

The Tenant stated that the Landlord took her tap away when he replaced the curb stop valve and she didn't have access to an outside water source in order to power wash her manufactured home.

Analysis

A curb stop is a shut off valve on the main side of the property line. The Tenant is responsible for the maintenance of the tap that is on her side of the property line. The Landlord is responsible for maintenance on the other side.

The Tenant did not dispute that she has not attended to all of the required repairs that were identified in writing by the Landlord in July, 2010. The Tenant simply states that she cannot afford to make the repairs.

Copies of the tenancy agreement and Park Rules were entered in evidence. It is a requirement of Rules that "all homes and home sites must be maintained in good condition." Based on the testimony and evidence provided by the parties, I find that the Tenant has not done required repairs within a reasonable time after being given written notice to do so. The Tenant's application to cancel the Notice to End Tenancy is therefore dismissed.

The Tenant has not made emergency repairs to the manufactured home site and her application for a Monetary Order for the cost of the repairs is dismissed.

The tenancy is ending and therefore the Tenant's applications for an order that the Landlord make repairs to the site and for a rent reduction are also dismissed.

I find that the effective date of the Notice to End Tenancy is November 30, 2010. The Landlord requested an Order of Possession for January 1, 2011. Further to the provisions of Section 48 of the Act, I hereby provide the Landlord with an Order of Possession effective January 1, 2011.

Conclusion

The Tenant's application is dismissed.

I hereby provide the Landlord with an Order of Possession effective 1:00 p.m., January 1, 2011. This Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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*.

Dated: November 30, 2010.
