



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, ERP, RP, PSF

Introduction

This hearing dealt with an application by the tenant to dispute an additional rent increase, a monetary order for the cost of emergency repairs, an order for the landlord to make emergency repairs, to make repairs and to provide services or facilities.

The tenant participated in the conference call hearing but the landlord did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This tenancy began February 15, 2011 with monthly rent of \$350.00; a security deposit was not required.

The tenant testified that in October 2011 the landlord raised the rent to \$400.00 per month and the tenant has paid this amount for October, November and December 2011. The tenant stated that the landlord did not provide any type of notice prior to raising the rent. The tenant stated that to date there has been \$150.00 overpaid in rent.

The tenant stated that she did not pay the January 2012 rent due to the \$3000.00 plus dollars she has spent on emergency repairs to the rental unit. The tenant stated that any time she asked the landlord to complete repairs to the rental unit the landlord told the tenant she had rented the manufactured home 'as is' and to 'fix it herself'.

The tenant stated that the roof leaks very badly into the kitchen cupboards and light fixtures and there is an 8" gap in the addition wall that is open to the weather. The tenant stated that she attempted to stop all the roof leaks by hiring someone to patch

the rolled tar roof but when that did not help the tenant had to purchase tarps and have them draped all over the roof to prevent the leaking into the manufactured home. The tenant is seeking to recover \$560.00 paid for repairing the roof.

The tenant stated that an electrical panel had to be installed and lights in the kitchen replaced as they were rusted and shorting out because of the leaking roof. The tenant stated that the landlord insisted that the tenant pay for the installation that was not done by a certified electrician. The tenant is seeking to recover \$640.00 paid for repairing the electrical.

The tenant stated that there was no source of heat in the manufactured home and that at the insistence of the landlord and at the tenant's cost, a wood burning stove was installed. The tenant is seeking to recover \$200.00 paid for installation of the wood stove.

The tenant stated that there is limited water service to the manufactured home and that she had to have water holding tank installed and since June 2011 has had to have water hauled in to the site at her expense. The tenant stated that she has to go to a nearby hotel and pay to shower as the water does not come out of the shower head in the rental unit. The tenant stated that the water for the entire park comes from the landlords well and that the landlord restricts the water when the well is low. The tenant stated that when she first moved in there was also no working toilet in the manufactured home and she had to pay to have one installed and have a line run to the septic tank. The tenant is seeking to recover \$161.00 paid for showers at the lodge and \$700.00 for water delivery. The tenant is seeking to recover \$675.00 paid for installation of the toilet and connection to the septic tank.

The tenant stated that the septic tank is full and effluence overflows and runs freely down the hill.

The tenant stated that the landlord told her that she had to run an electrical line from her manufactured home to another manufactured home on the property so that the other tenants could have power. The tenant stated that the landlord told her to hook the new electrical line up to a 20 amp breaker herself or that the tenant had to hire someone at her own expense. The landlord then told the tenant it would be her responsibility to collect \$50.00 per month from the other tenants. The tenant stated that the other manufactured home is currently empty but had been occupied for a total of 4 months. The tenant is seeking to recover \$200.00 paid for electrical service to another tenants manufactured home.

The tenant stated that the landlord had sent someone to the tenant's manufactured home and has sent the tenant numerous text messages threatening to throw the tenant out and telling the tenant to get out.

The tenant stated that to date she has paid approximately \$3286.00 for repairs, facilities and services to the manufactured home due to the landlord refusing to maintain the

manufactured home and provide services and facilities. The tenant also commented that she had heard that the park was going into foreclosure.

Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the tenant is entitled to a rent reduction for the cost of emergency repairs, an additional rent increase and services and facilities not provided.

In the absence of proper receipts or proof of payment, I have accepted, from the tenant's testimony and evidence submitted that the tenant was required to make significant emergency repairs to the manufactured home. The emergency repairs made and services/facilities installed at the tenant's expense are basic requirements for a rental unit. These emergency repairs and services/facilities are the landlord's responsibility and the tenant should not be left with this burden. All of the work completed was in direct relation to health and safety concerns such as no toilet, no water and substandard electrical.

As the tenant has suffered a significant financial burden due to the cost of emergency repairs, the additional rent increase and for services and facilities not provided, the tenant will be awarded a rent reduction of \$350.00 for 10 months effective January 2012. This \$350.00 rent reduction will apply to January, February, March, April, May, June, July, August, September, October 2012. Rent for November 2012 will be \$200.00. Effective December 2012 the tenants rent will be \$350.00 and the tenant's rent will not increase WITHOUT proper notice on the approved form.

Conclusion

The tenant may deduct \$350.00 rent per month for 10 months effective January 2012. This \$350.00 rent reduction will apply to January, February, March, April, May, June, July, August, September, October 2012.

Rent for November 2012 will be \$200.00. Effective December 2012 the tenants rent will be \$350.00

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 Act*.

Dated: January 30, 2012

Residential Tenancy Branch