



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

RP, FF

### **Introduction**

This hearing was convened in response to an application by the tenant under the *Manufactured Home Park Tenancy Act* (the Act) seeking an Order for the landlord to make repairs to the site or property, and to recover the filing fee for this application.

Both parties attended the hearing and were given full opportunity to present all relevant evidence and testimony in respect to this claim and to make relevant prior submission to the hearing and participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

### **Issue(s) to be decided**

Should the landlord be Ordered to make repairs to the site or property?

### **Background and Evidence**

The following is undisputed. The tenant rents a site in the manufactured home park, and additionally, they have use of the common property adjacent to and within the home park.

In February 2012 the landlord performed a necessary repair on the home park property which resulted in a portion of the tenant's site to be excavated and then recovered over with fill / dirt – having previously been a grassed area. As well, the work resulted in a portion of the area used by the tenant for parking their vehicle to be excavated and then

recovered over with gravel – having previously been paved area with asphalt. The tenant provided into evidence before and after photographs of the subject areas in dispute. The tenant testified that they themselves previously paid for the asphalt paving to their parking area. Subsequent to the repairs the landlord did not return the two areas to their original condition before the repairs. The tenant seeks for the landlord to remediate the grassed area back to to grass; and, for the parking area to be repaved with asphalt, or other solid composite, as the replacement gravel reportedly interferes with the tenant's sure-footedness, and the tenant wants the parking area to be returned to the previous paved condition. The landlord testified that they are agreeable to rectifying the grassed area back to its original condition, but that they have no plan to repave the parking area. The landlord testified their plan is to repave the asphalt areas of the park in 2 years, and that in the interim the gravel replacement surface offers a reasonable state of repair, and repaving is not necessary.

### **Analysis**

During the course of the hearing, the parties reached agreement to settle a portion of the tenant's claims and that I record their agreement as follows:

1. the landlord agrees to return the grassed / lawn area of the site, previously compromised, to its original grassed condition by **July 31, 2012**.

In respect to the balance of the tenant's claim, **Section 26** of the Act states, in part, as follows.

### **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.

I find that the landlord's replacement of the paved parking area with gravel, while not a preferable or equal outcome to the determination and satisfaction of the tenant, is not an unreasonable replacement in these circumstances, with the effect that it constitutes a "reasonable state of repair". As a result, **I dismiss** this portion of the tenant's claim, without leave to reapply.

As the tenant was partly successful in their claim, I grant the tenant recovery of their filing fee in the amount of **\$50.00**.

### **Conclusion**

The parties are bound by their agreement respecting the remedy to the grassed portion of the tenant's site.

The remainder of the tenant's application **is dismissed**.

The tenant may deduct **\$50.00** from a future rent payment.

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: June 19, 2012

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Residential Tenancy Branch