



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      RP, RR, FF

### Introduction

This hearing was convened by way of conference call in response to the tenants application for an Order for the landlord to make repairs to the unit, site or property; for an Order for the tenant to reduce rent for repairs, services or facilities agreed upon but not provided and to recover the filing fee from the landlord for the cost of this application.

The tenant and agents for the landlord attended the conference call hearing, gave sworn testimony. The tenant provided limited documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

### Preliminary Issues

The tenant filed her application under the Residential Tenancy Act when it should have been filed under the *Manufactured Home Tenancy Act*. This has now been amended.

### Issue(s) to be Decided

- Is the tenant entitled to an Order for the landlord to make repairs to the unit, site or property?
- Is the tenant entitled to reduce rent for repairs to the unit?

Background and Evidence

The parties agree that this tenancy started on August 31, 1994. The tenant owns the modular home and rents the site from the landlord. Rent for this site is \$371.85 per month and is due on the first day of each month.

The tenant testifies that in May 2006 the landlord had been doing some blasting on one side of the park. The tenant states she was outside at the time and felt the ground move beneath her feet. The tenant testifies that over a period of time this has made the ground unstable under her unit and has caused her unit to shift making the floors uneven on the north east side.

The tenant testifies that she first notified the landlord of this on February 18, 2012 by letter and the tenant wants an order for the landlord to make repairs to the site to protect her unit and make repairs in her unit to the uneven floors.

The landlord's agent testifies that they are aware of the tenants concerns and states there are 225 mobile homes on this property with a shop and a house on foundations. No other reports of damage or shifting sites have been reported.

The landlord testifies he has been out to the tenant's site on many occasions and can see no evidence that the ground has shifted as there are no problems with the asphalt roof or walls. The landlord's agent states that some homes do shift over time and this tenant's home sits on a concrete base with wooden blocks.

The landlords agent states they are happy to give the tenant some numbers of building inspectors to go and look at the tenants unit to determine the cause of her problem but the landlords agent disputes that this is caused by the site shifting and the tenant would be responsible to pay for an inspection.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. In this matter the tenant has the burden of proof to show that the landlord is responsible for any damage or repairs needed in her unit. The tenant has stated that the ground shifted in 2006 and it has taken this amount of time to affect her unit. The landlords argue that no other homes have been affected and they dispute the tenant's claims

The tenant has not had an inspection done to her property to determine the cause of the uneven floors and consequently I find the tenant has not met the burden of proof that the landlords are responsible for this damage.

If the tenant has an inspection done of the property and can determine that the cause of the problem is from a shift in the ground caused as a result of the landlord's blasting then the tenant is at liberty to file a new application for Dispute Resolution.

As the tenant has been unsuccessful with her application I find the tenant must bear the cost of filing this application.

### Conclusion

The tenant's application is dismissed in its entirety with leave to reapply.

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 Tenancy Act*.

Dated: November 22, 2012.

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Residential Tenancy Branch