



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, OLC, FF

Introduction

This matter dealt with an application by the Tenants for the landlord to comply with the Act, regulations or the tenancy agreement, to made repairs for health and safety reasons and to recover the filing fee.

The Tenant said she served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on April 16, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Are there repairs to the unit, site or property to be made?
2. Has the Landlord complied with the Act, regulations and tenancy agreement?

Background and Evidence

This tenancy started in April, 2007 as a month to month tenancy. Rent is \$285.00 per month payable in advance of the 1st day of each month.

The Tenant said they are requesting that the Landlord bring in a Certified Arborist into the Park to examine and to prune or remove trees that are adjacent to their mobile home if required to. The Tenant said they are making this request because the trees appear to be in poor condition and are dropping branches on their mobile home and in their yard. The Tenant said she is concerned for her safety as some of the branches falling are as large in diameter as her leg. The Tenant said they have talked to the Landlord, but the Landlord refuses to do anything about the trees. The Tenant said the

Landlord told her to apply to the Residential Tenancy Branch if they wanted to get a decision about the trees.

The Tenant also said they have requested to recover their filing fee of \$50.00, but have not asked for any other compensation at this point. The Tenant said they just want the trees to be looked at and pruned or removed if the trees are unsafe.

The Landlord said the Park does not have the money to prune or remove the trees so the Park is not going to call in an Arborist and the Park is not going to do any work on the trees. The Landlord said if the Tenant wants to pay for the trees to be pruned or removed the Tenant can go ahead and do it.

The Tenant said they do not want to do the work because the trees are the Landlord's responsibility and the Landlord is also responsible to make sure the Park is safe. The Tenant said the trees are the responsibility of the Landlord.

The Landlord said the trees may be her responsibility, but there is no money to do any tree work so she is not going to do any work on the trees.

Analysis

Section 26 of the Act says a Landlord must provide and maintain the manufactured home park in a reasonable state of repairs and comply with housing and health and safety standards required by law.

Therefore the Landlord is obligated to repair items include in the tenancy agreement and the manufactured home park. The Tenant and the Landlord both agree that the trees are part of the manufactured home park; therefore the trees are the Landlord's responsibility. Whether the Landlord says they can or cannot afford to maintain the manufactured home park it is still the Landlord's obligation to provide a manufactured home park that is safe. Consequently, I **Order** the Landlord to hire a certified Arborist to examine the trees to determine if there is a safety issue, how to correct any safety issues and much it would cost to make the trees safe. I **Order** the Landlord to complete the inspection no later than May 31, 2013.

Further I **Order** the Landlord to complete any pruning or tree removal that the Arborist recommends to correct the tree safety issue no later than June 30, 2013.

As well I **Order** the Landlord to give the Tenant 24 hour Notice as to when the Arborist is coming to do the tree inspection and the Landlord will include the Tenant in the meeting with the Arborist.

In addition if the Landlord does not comply with these **Orders**, I give leave to the Tenants to apply for monetary compensation and a rent reduction, due to the Landlord's non compliance of these Orders and for any inconveniences or loss of quiet enjoyment that the Tenants have suffered.

As the Tenant has successful in this matter I Order the Tenant to recover the \$50.00 filing fee from the Landlord by reducing the June, 2013 rent by \$50.00. The Tenants are Ordered to reduce the June, 2013 rent from \$285.00 to \$235.00.

Conclusion

The Landlord is Ordered to hire an Arborist to access the condition of the trees and the Landlord is Ordered to comply with the Arborist's recommendation as to how to resolve any safety issues associated with the trees.

All safety issues with the trees are to be resolved by June 30, 2013.

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: May 13, 2013

Residential Tenancy Branch

