



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, RP, OLC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 60;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 55;
- an order to the landlord to make repairs and emergency repairs to the rental property pursuant to section 27; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant's spouse testified that he handed the female landlord a copy of the tenant's dispute resolution hearing package on May 9, 2013. The female landlord testified that the tenants handed her copies of the tenant's dispute resolution hearing package on May 13, 2013. Despite the conflicting testimony as to the date of the service of this package, I am satisfied that the tenant served the landlords with the hearing package and the tenant's written evidence in accordance with the *Act*.

As the female landlord testified that she was unable to open a CD included in the tenant's evidence package, I have not considered that evidence. However, the tenant's spouse agreed that this is of no consequence as the parties confirmed that the electric light in the manufactured home park that gave rise to the tenant's application was not functional for a period of time. This was the only item noted in the tenant's CD evidence.

At the commencement of the hearing, the parties agreed that the light in the manufactured home park was repaired on May 15, 2013, and has functioned properly since that time. The tenant's spouse withdrew the tenant's application for repairs and

emergency repairs and the issuance of an order against the landlord seeking compliance with the *Act*. These portions of the tenant's application are withdrawn.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for loss in value of her tenancy? Is the tenant entitled to recover her filing fee from the landlord?

Background and Evidence

This manufactured home park pad rental (the pad rental) in a manufactured home park commenced in June 2007. Current monthly rent is set at \$335.00, paid on the 25th of each month, although the male landlord maintained that the rent is due on the 1st of each month.

Both parties agreed that a roadway light that illuminates a portion of the manufactured home park near the tenant's manufactured home stopped functioning on April 23, 2013. The tenant's spouse gave undisputed oral and written evidence that a replacement light was obtained by the landlords on April 28, 2013. However, as a result of concerns about the workplace safety of installing this light without proper qualifications to do so, the landlords were unable to install this light or make repairs to make the light functional until May 15, 2013. This matter concerned the tenant and her husband because a portion of the park where the occupants of two trailers are being evicted for ongoing problems remained unlit from April 23, 2013 when the tenant applied for dispute resolution on May 6, 2013.

The tenant applied for a monetary award of \$2,700.00, an amount that the tenant calculated on the basis of \$300.00 per day for a total of 9 days. When questioned as to the amount of this claim, the tenant's spouse testified that he selected this daily figure because he thought it would prompt the landlord to have the repairs to the light conducted. He provided no other testimony as to why the tenant was entitled to this magnitude of monetary award.

The female landlord testified that she noticed the malfunctioning light immediately and placed a call for a replacement light and the services of the licensed electrician who was familiar with the electrical system in this park on April 24, 2013. Although she did not dispute the tenant's claim that a replacement light arrived on April 28, 2013, she had to wait until the licensed electrician could complete other work that he had scheduled until he could attend to this matter. She said that she tried several times to get the electrician to perform this work, but his schedule only allowed him to attend on May 15, 2013. Both landlords testified that the problem ended up much more complex than the simple replacement of a light bulb. The female landlord said that this turned out to be a

wiring and fuse problem. The electrician had to perform work on the wiring system, the fuse panel and the light sensor before the light could be restored to use. The male landlord testified that approximately \$600.00 in costs were incurred for these repairs.

Analysis

Section 22 of the *Act* protects a tenant's right to quiet enjoyment in a manufactured home park. This right extends to the use of common areas. Section 26 of the *Act* also requires a landlord to provide and maintain the park in a reasonable state of repair and in compliance with housing, health and safety standards required by law. The *Act* also enables a tenant to claim for loss in value of a tenancy if the landlord does not provide services and facilities that the landlord committed to provide when the tenancy commenced. Section 58(1)(f) of the *Act* allows me to make a finding "that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement."

In this case, there is undisputed evidence that the light in question in this manufactured home park did not function from April 23, 2013 until May 15, 2013, a 23-day period. Although there was some delay in the landlords' repair of the light in question, the landlords provided a reasonable explanation as to why this process took longer than was expected. The landlords also testified that the repairs were considerably more extensive than the tenant's claim that there was significant delay in replacing a burned out light bulb. Given that the repairs did prove to be more substantial than first anticipated, I find that the landlords were likely justified in waiting to ensure that the electrician most familiar with this electrical system was available to perform an inspection and conduct the repair work. However, I also acknowledge that the tenant's safety concerns were somewhat justified. I can appreciate why the tenant and her spouse would be nervous as to the impact that the lack of lighting would have on the activities of the nearby tenants who are scheduled to end their tenancies by August 15, 2013. The tenant's spouse gave undisputed evidence that the nearby tenants had been allegedly involved in illegal activities prompting their eviction from the park before the light in question malfunctioned.

Given the evidence before me, I find that it was reasonable for the tenants to have expected that the light in question would be repaired within two weeks of its malfunctioning on April 23, 2013. I also note that the tenant's initial application identified a request for their loss in value of their tenancy for a 9-day period. I find that the landlords' desire to wait for the electrician of their choice to attend to this matter did in fact contribute to a loss in value of the tenancy for a 9-day period ending on May 15, 2013. I find that the tenants are entitled to a monetary award for the loss in value of their tenancy over a 9-day period, pursuant to section 58(1)(f) of the *Act*.

I also find that the estimate of the value of the loss provided in the tenant's application for dispute resolution and requested by the tenant's spouse is wildly exaggerated. On this point, I find it unfathomable how the tenant (and her spouse) could request a monetary award of \$300.00 per day, when the monthly pad rental is set at \$335.00. Rather than the grossly inflated request for a monetary award submitted by the tenant and her spouse, I find that the loss of one electric light on the roadway near the tenant's manufactured home park constituted at most a 10 % reduction in the worth of their tenancy for a pro-rated 9-day period in May 2013. This results in my finding that the tenant is entitled to a monetary award of \$9.73 (i.e., $\$335.00 \times 10\% \times 9/31 = \9.73) for the loss in the value of this tenancy resulting from this situation.

Under these circumstances, I dismiss the tenant's application to recover her filing fee from the landlords without leave to reapply.

Conclusion

I issue a monetary award in the tenant's favour in the amount of \$9.73 for the loss in value of her tenancy resulting from the landlords' failure to promptly undertake repairs to a light in the manufactured home park. To implement this award, I order the tenant to reduce her next monthly pad rental payment by \$9.73. I order that the rent for this tenancy reverts to its previous level allowed under this tenancy agreement for the month following this one-time reduction in pad rental.

I dismiss the tenant's application to recover her filing fee without leave to reapply.

The remainder of the tenant's application is withdrawn.

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: June 04, 2013

Residential Tenancy Branch

