



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Stormwynn Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RR, FF

### Introduction

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

- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 58; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 65.

The landlord did not attend this hearing, although I waited until 11:14 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 11:00 a.m. The female tenant (the tenant) attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The tenant testified that she sent the landlord a copy of the tenants' dispute resolution hearing package by registered mail on August 21, 2013. She testified that she was certain that the landlord received this package because the landlord called her after receiving it to advise the tenant that the repairs would be undertaken in a few days. I am satisfied that the tenants served their dispute resolution hearing package to the landlord in accordance with the *Act*.

### Issues(s) to be Decided

Are the tenants entitled to a reduction in rent as a result of the landlord's failure to repair the tenants' access to water within a reasonable time and to fail to provide a service or facility that was included in the tenants' monthly pad rental? Are the tenants entitled to recover their filing fee from the landlord?

### Background and Evidence

This periodic tenancy for a manufactured home park site rental (the pad rental) commenced on or about February 15, 2008. The tenants own the manufactured home and pay the landlord \$235.00 monthly in pad rental on the first of each month.

The tenants applied for a retroactive reduction in their pad rent. At the time they applied for dispute resolution, the tenants maintained that the landlord had not repaired damage to their water line that was first noticed in late April 2013. In the Details of the Dispute in their application for dispute resolution, the tenants submitted that their water line started losing pressure in April 2013. Over time, their water line supplied by the landlord lost pressure to the point where they had to connect to the outside tap of a neighbour in the manufactured home park to receive their water.

At the hearing, the tenant testified that the tenants first called the landlord about this matter in late May 2013. The landlord visited the site in July and dug up the area surrounding the water line to discover that the water line had burst. As the landlord had not taken measures to repair the water line, the male tenant called the landlord again on July 15, 2013. The tenant said that the landlord advised her husband on July 16, 2013 that she was awaiting the necessary permits to excavate and repair the water line. After the tenants applied for dispute resolution, the landlord repaired the water line on August 28, 2013.

The tenant testified that for a four-month period the tenants were not provided with the water that they were supposed to receive as part of their pad rental. She said that the landlord provides them with garbage collection, water and street lights as part of the package that the tenants receive in addition to their basic pad rental. She asked for a retroactive rent reduction equivalent to 1/3 of her monthly pad rental for the lack of water the tenants received for the four month period preceding August 28, 2013.

### Analysis

Section 26 of the *Act* places a responsibility on a landlord to provide and maintain the pad site “in a reasonable state of repair” and to comply with “housing, health and safety standards as required by law.” Section 27(1)(c) of the *Act* attaches special importance to the repair of damaged water lines and leaks in pipes by specifically identifying these items as “emergency repairs” for which landlords need to take rapid action to resolve. Section 58(1)(f) of the *Act* allows me to issue a monetary award to reduce past rent paid by a tenant to a landlord if I determine that there has been “a reduction in the value of a tenancy agreement.”

In this case, I find undisputed evidence that the landlord did not take prompt action to address the tenants’ request to restore water service to this pad site. However, I find that the tenants’ sworn testimony and written evidence (in the Details of the Dispute section of the application for dispute resolution) does not support the tenant’s request for a retroactive four-month reduction in pad rental.

The tenants provided evidence that the water problems were initially a loss in water pressure. The tenant gave sworn testimony that the tenants did not contact the landlord about this matter until late May 2013. As the landlord no doubt needed some time to assess the severity of the problem, identify a solution and, if necessary, obtain permits to undertake corrective action, I find that the landlord is not responsible for any loss in value of this tenancy until July 1, 2013. By that time, I find that the landlord should have had enough time to assess and remedy the water problem the tenants were experiencing. For these reasons, I allow the tenants a reduction in their pad rental for a two-month period roughly coinciding with July and August 2013.

Pursuant to section 58(1)(f) of the *Act*, I allow the tenants a retroactive rent reduction in the amount of \$50.00 for each of the two months when I find the landlord was responsible for the loss in value of their tenancy agreement due to the deficiencies in their access to an adequate water supply. In coming to this determination, I find that the tenant's estimate of a loss of one-third of the value of their tenancy is excessive. Over this period, the tenants did receive services such as lighting and garbage collection and were able to keep their manufactured home on the pad site. I also note that the tenants were able to find another, albeit limited and unsatisfactory way to access water through their neighbour's water line over this period.

As the tenants have been successful in their application, I allow them to recover their filing fee from the landlord.

Under these circumstances, I would normally order the tenants to reduce their next monthly pad rental payment to the landlord by \$150.00 to reflect the monetary award issued in this decision. However, as the tenant testified that monthly rent cheques have already been provided to the landlord for the period until December 31, 2013, I am issuing a monetary Order in the tenants' favour in this amount. To reduce future costs associated with implementing this monetary Order for both parties, I would encourage the landlord to make arrangements with the tenants to return one of the tenants' post-dated cheques to the tenants to be substituted by a reduced rent cheque from the tenants to reflect the \$150.00 rent reduction allowed in this decision. By taking this action, the landlord will have complied with the monetary Order provided to the tenants.

### Conclusion

In the event that the parties are not able to work out an arrangement whereby rent is reduced for one month to reflect the monetary award issued in this decision, I issue a monetary Order in the tenants' favour in the amount of \$150.00. This amount allows the tenants a retroactive reduction in rent of a total of \$100.00 (i.e., 2 months @ \$50.00 = \$100.00) and \$50.00 to recover their filing fee for this application.

The tenants are provided with these Orders in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: September 30, 2013

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Residential Tenancy Branch

