



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNDC, ERP, RR, FF, O

Introduction

This hearing was convened to address the tenant's dispute of a rent increase and claims for a monetary order, an order that the landlords perform repairs and an order authorizing the tenant to reduce her rent. Both parties participated in the conference call hearing.

At the hearing, the tenant advised that she had filed an amendment to her claim 5 days before the hearing. The landlords received the amendment just before the hearing and the Residential Tenancy Branch had not processed the amendment and forwarded it to me prior to the hearing. The landlords objected to the amendment on the basis that they had no time to respond to the claim. Section 2.11 of the Residential Tenancy Rules of Procedure requires that applicants provide a copy of the amended application to the respondents no later than 14 days before the hearing. I find that the tenant failed to comply with the Rules of Procedure and that the landlord was prejudiced by that delay and therefore refuse to allow the amendment. I have only addressed the original claim in this decision.

Issues to be Decided

Can the tenant dispute the rent increase?
Is the tenant entitled to a monetary order as claimed?
Should the landlord be ordered to perform repairs?
Should the tenant be permitted to reduce her rent?

Background and Evidence

The tenancy in question is a manufactured home site in a northern community at which the tenant has resided since August 2013. The tenant pays \$435.00 per month in rent.

The tenant disputes a rent increase received in September 2014 which takes effect on January 1, 2015. The increase complies with the requirements of Part 4 of the *Manufactured Home Park Tenancy Act* (the "Act").

The tenant seeks to recover the cost of renting kerosene heaters to prevent the pipes under her home from freezing. The tenant testified that she has had to place the heater under her home because water pooled around the pipes causing them to freeze. When this first happened, the tenant reported the situation to the landlords who hired a plumber to inspect the pipes. The parties agreed that the plumber steamed the pipes at the landlord's expense and that he found that there was no water coming up from the ground but that it was runoff water pooling at a low area when the outside temperature raised enough to melt snow. The landlords referred to the tenant's photographs which show that the tenant has no heat tape on the pipes and took the position that the tenant is responsible to ensure that water lines connecting to the underground pipes are prevented from freezing.

The tenant seeks an order compelling the landlord to do whatever is required to prevent water from pooling under her home. The landlords again took the position that any preventative measures are the responsibility of the tenant as the part of the pipes running from the road to the site are not freezing and therefore the landlords have fulfilled their responsibility.

The tenant seeks an order compelling the landlords to repair the paved roads in the manufactured home park. The tenant provided photographs showing dips in the roads as well as some holes and testified that while this has not caused her vehicle any damage, she has to drive very slowly in order to prevent damage. The landlords testified that they continually repair roads throughout the year, but that each winter there are frost heaves resulting from very cold winters and repairs cannot happen immediately.

The tenant originally sought an order compelling the landlords to repair fencing around the manufactured home park, but when the landlords explained that the fence had been repaired each time it fell and testified that they would consider removing the fence altogether, the tenant stated that she was satisfied with that explanation. I consider that claim to have been withdrawn.

The tenant seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

Section 36(2) of the Act provides that a tenant may not make an application for dispute resolution to dispute a rent increase that complies with Part 4 of the Act. As the rent increase received by the tenant complies with Part 4, I find that the tenant may not dispute it and I therefore dismiss this part of the claim. The tenant's rent will increase to \$445.00 effective January 1, 2015.

Landlords in a manufactured home park are responsible to ensure that access to utilities is provided to each site. For the provision of water, this means that the landlord must run pipes from the main water supply to a place on the manufactured home site where it can be hooked up to the manufactured home. The landlord is responsible to repair any breaks or blockages in the pipes up to the point where it meets the tenant's coupling (the "Coupling Point") but is not responsible for repairs to or protection of the exposed pipes running from the Coupling Point to the manufactured home. I find that the tenant is responsible to ensure that those pipes are appropriately heated, whether that be through the use of external heaters or heat tape. I further find that the tenant is responsible to ensure that the area around the pipes is not low enough to provide a place for water to pool when runoff occurs. I find that the problems surrounding the freezing of the pipes are the responsibility of the tenant and therefore dismiss the monetary claim and the claim for an order that the landlord perform repairs to the pipes and area surrounding them.

In order for the tenant to establish her claim for an order compelling the landlord to perform repairs to the roads in the park, she must show that the landlord has failed to comply with the requirements of the Act and that it has caused her some loss. I find on the balance of probabilities that the landlord is conducting ongoing repairs to the roads in the park at reasonable intervals and I further find that the tenant has not established that she has suffered any loss as a result of the roads being in the condition that they are in. I therefore find that the tenant has not proven entitlement to the order sought and I dismiss this claim.

As the tenant has been entirely unsuccessful in her claim, she will bear the cost of her filing fee.

Conclusion

The tenant's claim is dismissed in its entirety.

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: December 29, 2014

Residential Tenancy Branch

