



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOMBARDY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, OLC, RP, RR

Introduction

This hearing convened as a result of a Tenant's application for dispute resolution filed October 7, 2014 and an amended application filed December 30, 2014. In those applications the Tenant sought orders against the Landlord as well as disputing a notice of rental increase issued by the Landlord.

The Landlord's manager appeared as their agent. The Tenant was assisted by an advocate during the November 21, 2014 hearing as well as two different advocates at the January 19, 2015 hearing.

Both parties appeared at the hearings. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

During the January 19, 2015 hearing the parties resolved many of the issues by mutual agreement. Pursuant to section 56 of the Manufactured Home Park Tenancy Act, I record their agreement in this my decision. The terms of the agreement are as follows:

1. The November 5, 2014, December 30, 2014 Notices of Rent Increase and all other Notices of Rent Increase issued by the Landlord, save and except for the January 5, 2015 Notice of Rent Increase, are withdrawn.
2. Should the Tenant dispute the January 5, 2015 Notice of Rent Increase, she shall do so in accordance with the Act.

3. The Landlord will continue to maintain the Park roads by spraying in the summer, graveling and repairing potholes in the spring and attending to regular snow removal in the winter.
4. The Landlord will provide a refuse and/or recycling receptacle to be placed by the Park's central mailbox to ensure unwanted mail is properly disposed.
5. The Landlord will provide to the Tenant a "No Parking" sign which she may place on her property.
6. The Tenant will continue to be permitted to deposit her refuse and recycling during the regular hours of 9:00 a.m. to 6:00 p.m. on Sundays and Mondays; should she require access to the refuse and recycling areas at other times, she shall give the Landlord a minimum of 24 hours-notice of her request for such access in which case she will be provided additional access from 9:00 a.m. to 6:00 p.m. as requested.
7. The Landlord will continue to clean the refuse and recycling areas daily.
8. Should the Landlord be required to shut off the water to the Tenant's manufactured home site, the Landlord shall, between the hours of 9:00 a.m. and 6:00 p.m. provide the Tenant with written notice in the Tenant's mailbox (located on the fence surrounding her manufactured home site). The Tenant is responsible for checking her mailbox on or before 6:00 p.m. daily to ensure she is aware of any such written notices provided by the Landlord.

Issues to be Decided

1. Is the Tenant entitled to a monetary order against the Landlord in the amount of \$20.00 per month for a period of two years pursuant to section 60 of the Act?
2. Is the Tenant entitled, pursuant to section 65(1) of the Act to recover the fee paid for filing her application?

Background and Evidence

The remaining issue to be determined is the Tenant's claim of \$480.00 representing her claim for the sum of \$20.00 per month for a period of 24 months. She submitted that this amount is to compensate her for extra cleaning she has had to do because of the road conditions which she also submits caused her to suffer a fall in April of 2014.

The Landlord testified that the water lines were dug up in 2011 and that the road covering the lines was not repaved as it was cost prohibitive to do so.

In support of her claim that the Landlord does not maintain the manufactured home park in a reasonable state of repair as required by section 26 of the Act, the Tenant submitted a letter from the City dated September 16, 2014. This letter had been provided by the Landlord to the Tenant and was incomplete. The Landlord submitted that the details of the other occupants was omitted for confidentiality reasons. At the January 19, 2015 hearing I directed the Landlord to provide a complete copy of that letter in evidence.

As requested, and shortly after the hearing concluded, the Landlord provided the Branch with a complete copy of the letter. Thirty four of the manufactured home sites, including the Tenant's, were cited as having unsightly conditions contrary to the municipal bylaw. The Bylaw Enforcement Officer notes that complaints had been made against the Landlord and that the manufactured home site looked unkempt, unmaintained, dilapidated or in disrepair. While this letter depicts several unsightly manufactured home sites, no mention is made of the condition of the road.

The Landlord testified that the manufactured home park has 100 other occupants, none of which have complained about the road conditions. The Landlord also testified that she was not aware of the Tenant's alleged injury until the present hearing. The Landlord further testified that she regularly observes the Tenant walking and has not seen any indication that the Tenant is injured. The Landlord further submitted that she has not received correspondence from the Tenant, or persons acting on the Tenant's behalf, of the alleged injury, nor has she received any medical evidence from the Tenant.

Notably, the Tenant submitted a letter dated October 6, 2014 which she wrote to the Landlord and in which she detailed that she had fallen three times in 2014, sprained her ankle and damaged her Achilles tendon.

Analysis

Section 60 of the Manufacture Home Act provides for compensation for damage or loss if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement.

While it is apparent that some of the manufactured home park sites are in a state of disrepair (as evidenced by the letter from the City) I find that the Tenant has failed to meet the burden of proving that the Landlord failed to comply with section 26, nor has the Tenant proven that the Landlord's actions or inaction, as it relates to the road's condition, caused her a loss or entitles her to compensation.

Further, although I accept the Tenant's evidence that she communicated her concerns about the road conditions to the Landlord as early as October 6, 2014, she did not provide any evidence which would support her claim \$20.00 per month for the period of two years.

Finally, the Tenant has failed to prove that her personal injury claim is sufficiently related to the tenancy for me to assume jurisdiction. Should the Tenant wish to pursue damages for personal injury, which she says she sustained as a result of the road conditions in the manufactured home park, she will need to pursue such relief in the appropriate court.

Although much of the relief sought by the Tenant was resolved by agreement on the second day of hearing, I find that she articulated her concerns to the Landlord as early as her October 4, 2014 letter and the Landlord could have negotiated with her at that time and possibly avoided the necessity of this hearing. For this reason, I grant the Tenant's request to recover the \$50.00 filing fee and Order that the Tenant may reduce her next months' rent by the sum of \$50.00 to recover this fee.

Conclusion

The Tenant's request for an order for \$240.00, representing her claim for \$20.00 per month for a total of 24 months is dismissed for insufficient evidence.

The Tenant is entitled to recover the \$50.00 she paid to file her application. The Tenant may reduce her next months' rent by the sum of \$50.00.

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: January 21, 2015

Residential Tenancy Branch

