



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

The landlords apply for an order of possession pursuant to a ten day Notice to End Tenancy posted to the tenant's door on January 5, 2015 and for a monetary award for \$255.00 in unpaid rent and for reimbursement of \$183.28 for a plumbing bill.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the landlords are entitled to any of the relief requested?

Background and Evidence

The manufactured home site is located in a 42 site manufactured home park. The tenancy started in early 2010. The monthly pad rent is \$260.00.

The tenant's rent is paid directly to the landlord from the welfare office. However, it is agreed that he failed to pay the \$255.00 rent from June 2013 and it is that rent that is the basis for the ten day Notice. Since the Notice was given the landlords have accepted the rent payments for February and March.

In November 2014 the water line under the tenant's manufactured home froze, perhaps more than once. The tenant says he had his neighbour conduct repair. The landlords say the repair was inadequate and they hired a local plumbing and heating company to replace a frozen ball valve under the trailer at a cost of \$183.28. They want the tenant to reimburse them.

Analysis

It is admitted the tenant owes the \$255.00 from June 2013 and I award that amount to the landlords.

The tenant indicates that in his view the landlords imposed an unlawful rent increase and owe him about \$60 or \$65 dollars. That is not an issue raised by an application for dispute resolution and so is not an issue fairly before me today. The tenant is free to make his own dispute resolution application for compensation.

The landlords say the frozen pipe was the tenant's fault. The tenant says the opposite. Based on the bill and report from the plumbing company the landlord hired, I find that the pipe freezing was the tenant's fault because he went away and forgot to turn on his furnace and the heat tape around the pipe. I find that the repair finally conducted by the plumbing company was a repair initially requested of it by the tenant but was not done because he could not provide payment in advance.

The landlords paid for the repair and are entitled to be reimbursed. I award them \$183.28, the amount of the work invoice.

I decline to grant the landlords an order of possession. The tenant, through the welfare office, tendered rent after the Notice and it was accepted by the landlords as rent. By doing so the landlords have acquiesced in a reinstatement of the tenancy that would otherwise have been at an end. They are free to issue another ten day Notice if the \$255.00 awarded here is not paid.

Conclusion

There will be a monetary order against the tenant for the \$438.50 awarded plus recovery of the \$50.00 filing fee for a total of \$488.28.

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: March 13, 2015

Residential Tenancy Branch

