



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to end a rent reduction.

The hearing was conducted via teleconference and was attended by the landlord's agent, the tenant and his witness.

As the issue raised in the landlord's Application for Dispute Resolution flows directly from a decision dated April 22, 2013 in response to the tenant's Application for Dispute Resolution (File #800986) I note that this decision should be read in conjunction with that decision.

I note that since the landlord has submitted a copy of that decision in his evidence I have, for the purposes of this decision, relied upon some of the background information in relation to these matters and may have reproduced that information in this decision.

I also note that the ownership of the manufactured home park has changed since the decision and orders were issued on April 22, 2013.

During the hearing the landlord provided testimony regarding a recent repair to the water system. I ordered the landlord to provide me and the tenant with a copy of the receipt for the repair. The landlord submitted a copy of the receipt within 1 hour after the completion of the hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order confirming that conditions that led to a rent reduction order have been met and to reinstate the original rent, pursuant to Section 62 of the *Residential Tenancy Act (Act)*.

Background and Evidence

At the time of the decision granting the tenant a rent reduction, the tenant had testified that the tenancy began as a month to month tenancy in 2003 and had rent of \$347.00

due on the 1st of each month. The tenant submitted that rent had just increased to \$347.00 on April 1, 2013.

In the decision dated April 22, 2013 I ordered the tenant was entitled to a rent reduction of \$125.00 until such time as the landlord obtained completed a number of orders and obtains an order from an Arbitrator confirming that the orders had been completed. The landlord was ordered to:

- Have the water systems inspected by qualified professionals and repaired to their specifications, including the installation of a backup system to ensure tenants have continuous water supply;
- Have all power and/or telephone poles inspected and to replace all poles that fail inspection;
- Have the roadways in the park repaired to ensure all drainage issues are resolved;
- Establish and practice regular park maintenance that includes, but is not limited to, grass and weed maintenance and road maintenance; and
- Post an emergency contact name and number in a conspicuous place, or provide this information in writing to all of the tenants in the park.

The parties agree the landlord has provided emergency contact information to all tenants. The tenant does not dispute that the landlord has provided emergency contact information. The landlord submits that they have introduced a maintenance program to provide grass and weed maintenance and they have been maintaining the road ways within the park. While the tenant acknowledges that things are much better the landlords is not following regular maintenance services.

The tenant's witness testified that her husband had just recently had to cut down weeds near their site that the landlord was not cutting. The witness stated that the landlord came and cut down some of the areas around this particular area but not in the area that was of concern so they cut it themselves. The landlord explained that it is a question of the maintenance of their property that is adjacent to neighbouring property owners.

The landlord submits that the water supply is provided by the local municipal authorities but that because of the terrain of the park they have booster pumps. The landlord submits that they replaced the booster pump serving this tenant's site in September 2014.

Both parties acknowledge that in late April 2015 the tenant did experience another problem with water supply. The landlord submits that in order to facilitate the repair the service was interrupted for a short period and acknowledges that due to the emergency nature a notice of the service interruption was not provided.

The landlord testified that the park system has a total of 4 booster pumps that are connected to each other and that if one breaks down the remaining pumps should still operate the entire system until a repair can be made. The landlord acknowledges that during such times there may be reduced water pressure.

The tenant submits that as they have had this most recent problem with the water system the landlord has failed to comply with my order to repair the water system and install a backup system.

The landlord submits that they have completed all of the power and telephone poles inspections and replaced with stable poles and lines have been set to the proper heights.

The tenant and his witness provided evidence and testimony that the poles holding the cable and telephone lines continue to be unsafe. The tenant and his witness both report that telephone and cable technicians have advised them that they would not access their respective lines from the poles they are on in the park as they are unsafe. The landlord explained that the sturdiness of the poles is, in part, related to the slack of the lines between poles.

The landlord submits that the drainage issues on the roadways have been resolved. The tenant submits that the landlords work on the roadways has consisted of nothing more than filling holes and small fixes but they have not dealt with the drainage problem at all. The tenant provided as evidence video recordings showing water cascading down the roadway.

I note the landlord submitted into evidence 31 anonymized surveys that he states are provided by tenants in the park. Of the 31 surveys there were only 3 that checked off any negative responses at all – the balance of the 28 were satisfied with all items the landlord was surveying for. The landlord submits the tenant was one, of the three tenants, who was not satisfied with the items. The tenant did not dispute this.

I note that while I have considered these surveys I find they can be afforded very little weight as there is no ability to confirm any of these responses or attribute them to any individual tenant.

Analysis

Section 27(2) of the *Act* states the landlord must post and maintain in a conspicuous place in the manufactured home park, or give to a tenant in writing, the name and telephone number of a person the tenant is to contact for emergency repairs.

I accept, based on the testimony of both parties, that the landlord has fulfilled his obligations under Section 27(2) in respect to my order issued in the April 22, 2013 decision.

Section 26(1) of the *Act* requires the landlord must provide and maintain the manufactured home park in a reasonable state of repair, and comply with housing, health and safety required by law.

In regard to my order requiring the landlord to have the water systems inspected by qualified professionals and repaired to their specifications, including the installation of a backup system, I find the landlord has made repairs to the water system, however he has provided no evidence from qualified professionals that the repairs will or have dealt with any required repairs to the system.

Having said this, in the absence of any evidence to the contrary I accept the landlord's explanation of how the pump system works together to maintain, at least some, pressure and acts as a back up to the entire system. I also find that when an issue was raised in late April 2015 that there was a problem with the pressure the landlord responded in a timely fashion to correct the problem.

Regarding my order to have all power and/or telephone poles inspected and replace all poles that failed inspection, I find the landlord must still investigate some specific poles. I accept the tenant's video evidence that there are at least two poles of concern that the landlord must investigate and repair, if necessary.

Based, in large part, on the tenants photographic and video evidence I find that there are no obvious problems with the roadways. In the absence of any report from a qualified expert that can provide additional evidence as to whether there are technical problems with the roadway design or that there are any specific drainage problems I find the landlord has satisfied this order.

While no evidence or testimony was provided by either party on winter roadway maintenance (ie. Snow removal) I find the landlord has instituted a maintenance program. I make this finding, in part, based on the tenant's witness's testimony that confirmed the landlord was completing weed cutting, albeit not in the specific spot she wanted.

As discussed in the hearing, if the tenant has specific concerns about the maintenance program or areas that appear, to the tenant, to not being maintained adequately the landlord would welcome the tenant informing them of his concerns.

While I have found that the landlord has not completely complied with the orders made in my decision April 22, 2013 I find that the landlord has substantially done so.

Rent reductions are granted to tenants in situations where a landlord has been given many opportunities to remedy deficiencies in their obligations as landlords and deliberately disregard these obligations.

Since the transfer of ownership of this park to the current owner I am satisfied, based on the evidence and testimony of both parties, that the landlord is making every attempt to fulfil his obligations under Sections 26 and 27. As an example, I find the landlord responded quickly and within a reasonable time to the water problem that occurred on April 2015.

As such, I find the conditions that warranted the granting of a rent reduction no longer exist. However, I caution the landlord that should he fail to meet obligations under Section 26 and 27 and/or fails to finish the work required to comply with the outstanding issues as noted in my findings above the tenant may apply again for a rent reduction and/or compensation.

Conclusion

Based on the above, I order the rent reduction granted to the tenant on April 22, 2013 will end effective June 1, 2015.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 22, 2015

Residential Tenancy Branch

