



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Manufactured Home Park Tenancy Act, (the “Act”), to have the landlord make repairs to the site and to recover the filing fee from the landlord.

Both parties appeared, gave 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 at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Should the landlord be ordered to make repairs to the site?

Background and Evidence

The tenant testified that they have been trying to have the landlord remove two trees that are located on their site, as they are old, cracking, dry, and dead and they believe they are a danger.

The landlord’s agent testified that they agree with the tenant concerns with the trees. The agent stated that they believe the tenant is responsible for the tree removal as the trees are located on the tenant’s site and not in a common area of the park.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Landlord and tenant obligations to repair and maintain

26 (1) A landlord must

(a) provide and maintain the manufactured home park in a reasonable state of repair, and

(b) comply with housing, health and safety standards required by law.

...

(5) A landlord is not required to maintain or repair improvements made to a manufactured home site by a tenant occupying the site, or the assignee of the tenant, unless the obligation to do so is a term of their tenancy agreement.

Under the Residential Tenancy Policy Guideline 1, which clarifies the rights and responsibilities of the parties for the premises under the Act, property maintenance, the landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.

In this case, the parties agreed that two trees on the tenant's site need to be removed. The two trees on the site were not improvements made by the tenant. I find the landlord is responsible for the tree cutting. Therefore, I **Order** the landlord to remove the two trees that were the subject of today's hearing, **no later than July 31, 2015**.

Since the tenant was successful with their application, I find the tenant is entitled to recover the filing fee from the landlord. Therefore, I authorize the tenant a **onetime** rent reduction of \$50.00, from a future rent payable to the landlord in full satisfaction of this award.

Conclusion

The tenant's application is granted. The landlord is ordered to remove the two trees from the tenant's site, no later than July 31, 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 *Manufactured Home Park Tenancy Act*.

Dated: June 15, 2015

Residential Tenancy Branch

