



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's application: MNDC, ERP

Landlord's application: OP, MND, MNDC, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing. The parties exchanged documents before the hearing

Issue(s) to be Decided

Should the landlord be ordered to make emergency repairs?

Is the tenant entitled to a monetary award and if so, in what amount?

Should the landlord be granted an order for possession?

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a rental site in the landlord's manufactured home park. The landlord testified that consists of only six home sites. Each of the sites is considerably larger than a typical manufactured home site.

The landlord is the son of the former owner of the rental property. He inherited the property recently, but he was involved with the management of the park for a number of years before his father's death.

The tenant began in 2002. I was not provided with a copy of the original tenancy agreement, but the landlord testified that it was a written agreement for a fixed term beginning in 2002 and ending in 2014. The agreement provided that at the end of the term the tenant was obliged to move from the site and return vacant possession to the

landlord. The landlord and the tenant each provided a copy of the new tenancy agreement made upon the expiry of the first agreement. The agreement made between the landlord and the tenant was for a fixed term beginning August 1, 2014 and ending May 31, 2015. The agreement required that the tenant must move off the manufactured home site at the end of the fixed term. The agreement specified two different rental rates; for the period from August to December, 2014 the pad rent was to be \$260.00 per month and for the period from January, 2015 to May 2015 the rent was \$275.00 per month.

The landlord testified that the agreement was for a fixed term ending in May because the landlord was seeking to have all of the tenancies in the park end on the same fixed date. The landlord testified that the tenant's home is a motorized recreational vehicle and the tenant constructed a building and shed around part of the vehicle. The landlord said that in order to construct the building, the tenant removed a pole carrying the Hydro wires and attached wires to a flimsy mast attached to structure. The landlord told the tenant that he must have the power properly connected and several years ago the landlord even went to the extent of installing a new power pole for the tenant to use in relocating the Hydro lines. The landlord said that the tenant is an electrician and thus is aware of the requirements for proper electrical service connections.

The landlord said that the fixed term agreement with the tenant was for a short term and he did not intend to renew it unless the tenant fulfilled his obligation of properly hooking up the electrical service.

The landlord testified that in May of this year the tenant approached a Hydro crew working in the vicinity of the property to ask about the cause of his poor cable reception. The landlord said that the Hydro crew noticed the flimsy and rotten mast holding the power cables connected to the tenant's home site. Because Hydro considered the connection to be dangerous they turned off the power and removed the connection. The rental property has been without electrical services since then. The landlord said that the tenant has moved out of his home and is now living elsewhere, but he has not removed his trailer or his property from the site although his tenancy has ended. The landlord requested an order for possession and he claimed a monetary award.

He claimed \$1,200.00 as the cost to re-install a power pole. The landlord claimed that the tenant has allowed exposed pipes on his site to freeze, thereby damaging the landlord's water supply pumps. The landlord claimed \$2,500.00 for damage to the water system. The landlord claimed a further \$400.00 per month for the months of June, July and August. The landlord said that the tenant is overholding and \$400.00 is

the new and appropriate monthly rent for the rental property. He said that this is the amount that other tenants are now paying as rent.

The tenant submitted his application for dispute resolution on July 6, 2014. He re-submitted a revised application on July 13, 2015. He requested an order for emergency repairs and a monetary order. The tenant said there was no power on the property and complained that the landlord was improperly increasing the rent from \$275.00 to \$400.00 per month. The tenant also said that he need time to remove his structures from the property due to a personal injury that he suffered.

The tenant testified at the hearing that he has made no alterations to the power connections. He testified that the shed location on the rental property was there when he moved to the property in 2002. He said that he did not change or move the power pole. He did say that he built some new structures surrounding the existing shed on the property, but denied moving or changing the power connection. He said that he has been without power since May, when it was disconnected and he applied for an order that the landlord restore power to the rental property. The tenant said that he was injured in an accident and suffered a broken pelvis. He is living in a different location while he recovers from his injuries and it will take some time before he will be able to move his R.V and other buildings from the rental site. The tenant claimed payment of the sum of \$2,200.00 for his current living accommodation expenses. He submitted receipts for rent and a damage deposit totalling \$2,200.00 dated July 2, 2015 and July 6, 2015.

The tenant also submitted a BC Hydro notice dated May 7, 2015 that stated that his electrical service was disconnected because the service mast and service connection point was damaged.

The landlord testified that he received the tenant's application late in July and he had little time to file and prepare his own application in reply. He submitted a copy of a receipt for the installation of a power pole for a different site in the landlord's park. The landlord said at the hearing that the tenant removed the landlord's existing pole to allow him to build a structure on the property. The tenant denied that he had done so. The landlord testified that several years ago, after the tenant moved the power connection from the landlord's pole to the mast attached to the tenant's building structure, the landlord installed a second pole and requested that the tenant, who is an electrician, hook the power cable to the new pole installed by the landlord. At the hearing the landlord said that the tenant has refused to perform the work that he previously agreed to do.

The landlord claimed that the tenant caused damage to the landlord's water supply pumps by allowing his exposed pipes to freeze. The landlord claimed \$2,500.00 for damage to his water pump system, but he did not provide any documentary evidence to support this claim; there were no invoices and no evidence, such as photographs to show that there was a problem caused by the tenant.

Analysis

There is no dispute that the tenancy agreement signed by the parties on July 20, 2014 was for a fixed term commencing August 1, 2014 and ending May 31, 2015. The agreement provided that the tenancy ended at the end of the fixed term and the tenant must move off the manufactured home site by that date. The landlord and the tenant each confirmed the provision that the tenant must move out at the end of the term by initialling the appropriate boxes on the form. The tenant has not moved as required and I find that the landlord is entitled to an order for possession effective two days after service on the tenant.

Because the tenancy has ended I find that there is no basis for the tenant's claim for an emergency repair order. The tenant is not entitled to a monetary award for his accommodation costs after the tenancy ended. The tenant's application is dismissed without leave to reapply.

The tenant has continued to occupy the rental unit after the end of the tenancy and I allow the landlord's claim for rent in the amount of \$275.00 per month for the months of June, July and August. The landlord has alleged that the rent should be \$400.00 per month after May, but I find the claim for an increased rent is untenable. It may be that other tenants have signed new agreements to pay that rate, but there is no contractual basis for a claim in that amount against the tenant for overholding.

With respect to the landlord's other monetary claims, I find that the landlord has failed to establish on a balance of probabilities that he is entitled to an award for a replacement Hydro pole, or for an award for damaged water pumps. The landlord complained that the tenant took down the landlord's power pole; the tenant denied that he did so. On the evidence, several years ago the landlord installed a new power pole. The complaint was that the tenant has not had the wiring re-routed to use the new pole. Whether or not the tenant did move the power lines, I find that the landlord has not established that the tenant should be responsible for the cost of replacing a pole installed several years previously, before this new tenancy agreement was signed; this claim by the landlord is dismissed without leave to reapply. The landlord has not provided evidence to support

his claim for the cost to repair or replace water pumps and this claim is dismissed as well.

Conclusion

The tenant's application is dismissed without leave to reapply. The landlord has been granted an order for possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court. I award the landlord the sum of \$275.00 per month for unpaid rent for June, July and August. All other monetary claims by the landlord in his application are dismissed without leave to reapply. The landlord is entitled to recover the \$50.00 filing fee for his application, for a total award of \$875.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

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: August 07, 2015

Residential Tenancy Branch

