



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 419710 BC Ltd. Inc. No. 419710
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

This is an application brought by the tenant(s) requesting Orders for repairs in the manufactured home Park

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All participating parties were affirmed.

Issue(s) to be Decided

The issue is whether or not numerous repairs are required in the manufactured home Park and whether or not Orders should be issued against the landlord for those repairs.

At the beginning of the hearing the applicants stated there are some items that have been rectified and therefore can be removed from the requested list of repairs those items are:

- Pumphouse Pipe
- Fire Extinguishers
- Clubhouse Ceiling and Lights

The remaining issues to be dealt with therefore are as follows:

- septic system
- water system
- fire hydrants
- tenancy agreements
- driveways
- RV storage/gate
- road lighting
- clubhouse door batteries
- snow removal
- rent cheques

Background and Evidence

Septic system

The applicants testified that it is normal practice to pump a normal household septic system approximately every 3 to 5 years to maintain proper drainage; however since this septic system is being used by 45 units they believe it should be pumped more frequently, approximately every 1 to 2 years.

The applicants further testified that the health department will not get involved, except to inspect the drain field, and therefore they are requesting that the landlord be Ordered to hire a professional to pump and inspect the septic system on a regular basis.

The respondent testified that the septic system was pumped three years ago and that it is a commercial system that does not need to be pumped.

The respondent also testified that the system is functioning well and he has supplied a letter from the Environmental Health Officer who toured the septic field and found no signs of sewage seeping onto the ground.

The respondent therefore does not believe any Order should be issued for inspection or pumping of his commercial system when there is no indication of any problem.

In response to the landlord's testimony the tenant testified that he believes it's been 11 or 12 years since the septic system was pumped.

Water supply

The applicants testified that the water in the system is at times yellow and they are concerned with the quality of the water, and therefore they are requesting that the landlord put a filter into the water system.

The applicants are also requesting that the landlord ensure that results of the weekly water testing be posted by the mailboxes on a regular basis, so that the tenants are aware of the results of those tests.

The applicants also testified that the landlord fails to inform them properly when bleach is being added to the system and the system is being flushed, or when the water system is being shut off, and therefore they are requesting an Order that the landlord go door-

to-door and informed each tenant individually when bleach is being added to the system and the system is being flushed , or when the water system is being shut off.

The applicants are also requesting an Order that the landlord supply water from the adjoining trailer park when their water system is going to be shut down for more than an hour.

The landlord testified that there is already a filter in the water system, however if the tenants are not finding it sufficient there is no reason why they couldn't each put a filter in their own home.

The landlord further testified that the water system is being tested on a regular basis, and it is treated whenever they are instructed to do so by the health authority. He further stated that he is willing to post the weekly water test reports by the mailboxes.

The landlord further testified that whenever the water is going to be treated or shutoff, notices are put by the mailboxes where everyone has access to them, as everyone uses the mailboxes, and he believes this is an adequate method of notifying the tenants.

The landlord further stated that he is able to hook up to the adjoining trailer parks water system; however he is not willing to do so if the water is only going to be shut off for a short period as it takes at least an hour to hook up to the adjoining system.

In response to the landlord's testimony the applicants testified that the water has on occasion been off for a six-hour period.

Fire hydrants

The applicants testified that the landlord has failed to have the fire hydrants inspected, serviced, flushed, and certified, and therefore they believe it's a safety hazard.

The applicants also testified that there is no backup generator for the water system and therefore, if the power were to fail during a fire the fire hydrants would not work.

In response to the testimony the landlord stated that he has already arranged for a professional to inspect, service, and certify the fire hydrants in the park and that work is being done on May 6, 2016.

The landlord further stated that he will be installing a generator for the water system as soon as possible and that he expects it to be in place within the next month. It's a very specific type of generator that's required as it needs a battery starter

Tenancy agreements

The applicants testified that there are numerous tenants who have never received a copy of their tenancy agreement, and therefore they are requesting that the landlord supply copies of the tenancy agreement to all parties who have not yet received one.

The landlord testified that he is fully willing to give copies of the tenancy agreements to every person who has not yet received one, and requested that the tenants supply him with a list of the tenants who have not yet received a tenancy agreement.

The applicants agreed that they would supply the landlord with a list of all tenants who have not yet received a tenancy agreement.

Driveways

The applicants testified that there are numerous driveways in the rental park that are in need of repairing and/or resealing and they are requesting an Order for the landlord to do so. The applicants further argued that the tenancy agreement states on page 6, clause 5 that the driveway and parking area must have a coat of sealer in Order to preserve the color and aesthetics. This sealer will be provided and applied by the landlord. (It needs a coat every couple of years depending on the weather conditions).

The landlord testified that applying driveway sealer to the roads and parking area of the rental property causes those areas to become very slippery, especially when it rains and therefore he does not believe it's reasonable for him to coat those areas as it becomes a hazard for the tenants in the rental property, and he is only willing to put driveway sealer on the roads if all the tenants signed liability releases.

RV storage and gate

The applicants testified that there was recently a break-ins in the storage area and therefore they are requesting more lighting for the storage area to make it is more secure.

The landlord stated that he will see if lighting can be put in place in the storage area.

The landlord further stated that the lock for the storage area is being replaced.

Road lighting

The applicants testified that the road lighting has now been repaired and is working well except for the light on the electrical shed by unit number 31, as it is not working and needs to be fixed.

The applicants also stated that there used to be lights illuminating the entrance sign and they are requesting that those be replaced.

The landlord testified that there are cedars now in front of the electrical shed by number 31, however he will attempt to see if new lighting can be installed.

The landlord further testified that the entrance sign does not need illuminating lights as there is a streetlight that illuminates the sign quite well; however he is willing to meet with the tenants on a dark moonless night, to assess the illumination of the entrance sign.

Clubhouse lock batteries and spare key

The applicants testified that the landlord does not supply spare batteries for the clubhouse lock, and therefore they are requesting that the landlord ensure that spare batteries are available in the clubhouse to replace the batteries when they go dead.

The applicants are also requesting that the landlord supply an emergency key to the clubhouse that can be used when the batteries are dead.

The landlord testified that he will supply spare batteries for the lock at the clubhouse and will give an emergency key to the tenant in number 26.

Snow removal

The applicants testified that although the landlord is required to do snow removal on the roads, they never know when that is going to be done or how much snow is required before it is done, and at times the snow has gotten quite deep before the landlord removes it. They are therefore requesting that the landlord ensure that the snow is removed in a timely manner, and not only when it gets too deep to drive through.

The applicants further testified that the landlord's snow removal equipment is not functioning properly and they are worried that it will not be ready to use when snow falls.

The landlord testified that he has made arrangements with the tenant in unit number 26 to do snow removal right away when snow starts falling, and he also ensured the tenants that the snowplow will be functioning.

Postdated cheques

The applicants testified that they're concerned that, although the tenancy agreement states that they are to supply postdated cheques in December each year for the months of January through December of the following year, the landlord has started collecting the postdated cheques earlier to cover the months of October of one year, through September of the following year.

The landlord explained that the only reason he collects the postdated cheques earlier is because his rent increases have been taking effect on October 1 and this avoids the tenants having to issue a new cheque to cover any increase for the months of October through December.

Analysis

Septic system

It is my finding that the applicants have shown, on the balance of probabilities, that the landlord has not been properly maintaining the septic system in the manufactured home Park.

The landlord claims it is a commercial system that does not require pumping, however he has provided no evidence in support of that claim, and the information provided by the tenants clearly shows that a septic system should be pumped on a regular basis.

It is my decision therefore that the landlord must have the septic system at the manufactured home Park inspected by a qualified professional and have the septic system pumped out if the qualified professional deems it necessary.

It is also my decision that the landlord must maintain the septic system, having it pumped on a regular basis as determined by the qualified professional.

Water supply

The tenants have claimed that the water at times is yellow, however they have not met the burden of proving that requiring the landlord to install a filter in the water system would improve the situation and I therefore will not issue an Order for a water filter to be installed in the water system.

It is my decision that the landlord must ensure that each tenant is informed, individually, whenever the water is going to be turned off, or bleach is going to be added to the water system. This notification may be done in person, by phone, or by posting the notice on each tenant's door. It is not sufficient to just post the notification by the mailboxes.

Posting of the weekly water test is not a requirement of the Residential Tenancy Act, and therefore I will not make any Order requiring the landlord to do so; however the landlord has agreed to do so and will post those reports by the mailboxes.

I will not make any Order requiring the landlord to connect the water system to the adjoining trailer park, as I have no authority to do so however again the landlord has stated that for any lengthy outages he will connect to the adjoining parks water system.

Fire hydrants

The applicants had requested that the fire hydrants in the manufactured home Park be serviced, flushed, and certified, and that a backup generator be installed for the water system to ensure fire hydrants would function if there was a power outage.

The landlord has agreed to both these requests and in fact stated he has already arranged to have the fire hydrants inspected, service, and certified by a professional on May 6, 2016.

The landlord has also stated that he is researching generators at this time and will have a generator in place as soon as possible.

In light of the landlord's agreement, I have issued an Order to ensure that the inspection, service and certification of the fire hydrants is completed, and that a generator is in place for the water system within two months of this decision.

Tenancy agreements

The applicants are requesting that copies of tenancy agreements are given to all tenants who have not yet received one and the landlord has agreed to do so, once he receives a list from the applicants of all the tenants who have not yet received a tenancy agreement.

I have therefore issued an Order that reflects this agreement.

Driveways

Section 26(5) of the manufactured home Park tenancy act states:

26(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.

In this case the applicants have not shown that the individual driveways on the manufactured home sites were originally supplied by the landlord, and therefore it's my finding that the landlord is not obligated to maintain those driveways unless it was a term of the tenancy agreement.

The tenants have argued that it is a term of the tenancy agreement which states on page 6, clause 5, that *the driveway and parking area must have a coat of sealer in Order to preserve the color and aesthetics. This sealer will be provided and applied by the landlord. (It needs a coat every couple of years depending on the weather conditions).*; however it is my finding that this clause most likely refers to the driveway through the park and the public parking areas and not the individual driveways for each unit.

Further, I accept the landlord's argument that applying these products could cause a slip hazard and I therefore find that it is reasonable that the landlord refrain from applying driveway sealer.

RV storage and gate

The applicants are requesting lighting in the storage area and that the lock is made more secure.

I will not make any Order for the landlord to install lighting in the storage area, as there has never been lighting there before, however the landlord has agreed to see if lighting can be put in that area.

The landlord has also stated that the lock to the storage area is being replaced and I therefore have issued an Order to ensure that the landlord does replace that lock.

Road lighting

The applicants are requesting that new lighting be installed on electrical shed by unit number 31 and the landlord has agreed to attempt to do so. It is my finding that lighting in this area is a safety issue and therefore I have included this as an Order.

The applicants are also requesting that the entrance sign be illuminated; however I am not willing to issue any Order for the entrance sign to be eliminated as the sign is almost directly below a streetlight and therefore I find it most likely that the sign is illuminated by that light. As stated above however, the landlord has agreed to meet with the tenants on a dark moonless night to assess whether any further illumination is required.

Clubhouse lock batteries and spare key

The applicants have requested that the landlord supply spare batteries for the lock to the clubhouse and provide an emergency key in case the batteries go dead, as use of the clubhouse is included in their tenancy agreement. The landlord has agreed to both these requests and therefore I have included that as an Order to ensure compliance

Snow removal

The applicants have also requested that the landlord ensure that snow removal is done in a timely manner, and that the snow removal equipment is functioning properly.

The landlord has also agreed to both of these requests and therefore I have issued an Order that the landlord ensure that snow is removed in a timely manner, and that the landlords snow removal equipment is in functioning order prior to next winter's snow season.

Postdated cheques

The applicants had requested that the landlord comply with the tenancy agreement with regards to post dated cheques, however it is my finding that the landlords reason for

collecting postdated cheques that cover the period of October of one year through September of the next is reasonable as it avoids the tenants having to issue separate cheques when the rent increases in October. I therefore will not be issuing any Order with regards to rent cheques.

Conclusion

I have allowed a number of the applicants requested Orders, and have issued a formal Order reflecting my decision.

Having allowed a number of the requested Orders, I also allow the request for recovery of the filing fees and have issued an Order for the landlord to reimburse the tenants for those filing fees.

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: May 05, 2016

Residential Tenancy Branch