



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Alder Point Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNR, MNDC, O

Introduction

This is an application brought by the tenant(s) requesting a monetary order in the amount of \$2895.00, and requesting that the landlord be ordered to allow them to build a structure on the rental pad.

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

All parties were affirmed.

Issue(s) to be Decided

The issues are:

1. Whether or not the applicants have established monetary claim against the respondent, and if so in what amount

2. whether or not the landlord should be ordered to allow the tenant to build the structure, such as a carport, on the rental pad.

- 3.

Background and Evidence

Garbage Collection

Tenants testified that on all their rent increase forms it states that garbage is covered under the rent, and yet they have been paying for garbage, and therefore they feel they should be reimbursed for the money they have paid for garbage totaling \$414.00.

The landlords testified that it's very clear in the tenancy agreement that garbage is not included, as that box has not been checked off under the list of items that are included. The landlord pointed out clause 4.2 of the tenancy agreement.

Water Issues

The tenants testified that the underside of the home had been washed out when they bought the manufactured home and since the park was not doing anything to control groundwater they installed perimeter drains around the modular unit, and they feel that the landlord should pay the cost of the materials, and they will cover the cost of the labor.

The landlords testified that they are not responsible for the setup of mobile homes when they are moved onto the rental pad, the setup was done by the company selling the mobile homes and this mobile home was improperly installed on the pad. As stated by the tenants the mobile was set up in a hollow, and as a result moisture flows into that hollow. They therefore believe that this is an issue that is not the responsibility of the landlord and they are not willing to cover the costs of the materials to rectify the issue.

In response to the landlords testimony the tenant testified that he is not responsible for the placement of the home as it was in place when he bought it, and therefore he does

not feel he should be held responsible for resolving the groundwater issues as he was not told at the time of purchase that the setup of the home was non-conforming.

Retaining Wall

The tenant testified that there was a substantial slope to the side of the property and therefore he requested permission to build a retaining wall and that, when speaking to the Park manager, the management suggested they would pay a portion of the cost of the retaining wall, however nothing was in writing, it was all a verbal agreement.

Landlords testified that they are not aware of any agreement to pay for a portion of a retaining wall and in the absence of any evidence of such they are unwilling to do so.

Construction of a Structure on the Rental Pad

The tenants testified that the landlords have refused to allow them to build a structure on the rental pad, such as a carport or shed. They believe they are being discriminated against and have supplied photo evidence to show that other tenants of been allowed to build structures such as carports on their rental pads.

The landlords testified that they have denied permission to build a structure on the rental pad because the place where the tenants wish to build the structure is too close to the fire hydrant, and would be built over underground services, including a water line, a gas line, and phone lines. The landlords further testified that the tenancy agreement points out under section 6.3 that no alterations, additions or improvements will be made to the exterior of the tenant's home or to their home site without the prior written approval of the landlord, which approval may be arbitrarily withheld.

Analysis

Garbage Collection

The landlord has provided evidence in the form of the signed tenancy agreement that shows, under section 4.2, that garbage disposal is not provided by the landlord and although the tenant claims that the rent increase forms state that garbage disposal is included, the tenant has provided no evidence in support of that claim.

It is my decision therefore that the tenants have not met the burden of proving that garbage disposal is included in the rent.

Water Issues

The tenant claims that the mobile home had been washed out underneath prior to them purchasing, and while they were re-leveling the home they noted there was significant surface water under their trailer, which they believe is due to the landlord's failure to control groundwater, however it is my finding that the tenants have not met the burden of proving this portion of the claim.

These tenants purchased the home after it had already been placed on the rental pad by previous owners, and there is insufficient evidence to show whether or not the original owners properly situated the home on the mobile home site.

It is my finding therefore that the landlords are not liable for any of the costs of placing drainage around the mobile home.

Retaining Wall

Again it is my finding that the applicants have not met the burden of proving this portion of the claim. The applicants claim that a previous manager had said the landlords would

help with the costs, however the applicants have provided no evidence in support of this claim, and the landlord stated that they have no knowledge of any agreement to pay for a portion of the retaining wall.

Construction of a Structure on the Rental Pad

It is my decision that I will not order the landlord's to allow the tenants to erect a structure on the rental pad. The tenants testified that they believe they are being discriminated against; however it's my finding that the landlord's decision to not allow a structure to be built over underground services is a reasonable decision. Further, the landlords are correct that section 6.3 of the tenancy agreement states that the landlord can arbitrarily withhold permission.

Conclusion

Pursuant to section 55(4) Of the Manufactured Home Park Tenancy Act, this application is dismissed in full, without leave to reapply.

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: September 06, 2016

Residential Tenancy Branch