



# Residential Tenancy Branch

RTB-136

## DECISION

Dispute Codes

MNR

### Introduction

On March 10, 2016, the Tenant submitted an Application for Dispute Resolution asking for a monetary order for the cost of emergency repairs.

A hearing was scheduled for November 1, 2016, and neither party attended. The Tenant applied for a review consideration requesting another hearing. The Tenant's application requesting a new hearing was granted on November 23, 2016.

The matter was set for a conference call hearing at 9:00 a.m. on January 5, 2017, and both parties appeared at the hearing. Neither party raised any issues regarding service of the application or the evidence.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and make submissions to me.

In this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue to be Decided

- Is the Tenant entitled to a monetary order for the cost of emergency repairs?

### Background and Evidence

The Tenant testified that she purchased the manufactured home in 1994. The Tenant pays manufactured home pad rent of \$278.00 per month to the Landlord.

The Tenant testified that in September 2014, she hired a worker to lay plastic in the crawl space beneath her manufactured home. She testified that the worker informed her that she should have a ball valve on a pipe replaced. She testified that it was not leaking at that time, but she asked the Landlord to replace it and the Landlord refused. She testified that the Landlord went under the manufactured home to look and said there was nothing wrong.

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**Residential Tenancy Branch**

#RTB-136 (2014/12)



The Tenant testified that in October 2015, a copper water supply pipe beneath the manufactured home started leaking. The Tenant testified that it was gushing water. She testified that the leak was located one and a half feet above ground level, outside and underneath the manufactured home.

The Tenant testified that she immediately called a plumbing company to come repair the leak. She testified that she did not call the Landlord prior to calling the plumber and having it repaired. She testified that the plumber completed a temporary repair on the unit, and returned four days later to permanently fix the leak by installing a valve fitting.

The Tenant testified that she had the plumber perform some other work at that time. She testified that the work cost her \$437.16, after applying a 15% discount and she is seeking compensation of \$122.17 for the portion of the work that is related to the leak. The Tenant provided an invoice from a plumbing company in the amount of \$471.92. The invoice lists a ball valve at a cost of \$37.17 and states that labour costs were \$85.00 per hour.

The Tenant submitted that she asked the Landlord to pay her \$122.17 and the Landlord refused saying that he is not responsible for the cost of the repairs.

In response, the Landlord testified that the manufactured home park was purchased in 2005, and they do not know what the plumbing looks like beneath the manufactured homes or whether the plumbing meets with building code requirements. They testified that they do not provide valves under the manufactured homes.

The Landlord testified that the copper water supply pipe that is exposed above ground beneath the manufactured home is the responsibility of Tenants. They submitted that the Landlord is not responsible for the cost of repair for the water pipe.

The Landlord testified that there is no specific term in the tenancy agreement that speaks to who is responsible for the maintenance or repair of water pipes beneath the manufactured home.

## Analysis

Section 7 in the Schedule of the Manufactured Home Park Tenancy Regulation specifies the obligations for Landlords and Tenants with respect to repairs. Section 7 states:

*(1) Landlord's obligations*

*(a) The landlord must provide and maintain the manufactured home park in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.*

*(b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an order of the director under the Manufactured Home Park Tenancy Act for the completion and costs of the repair.*

*(c) The landlord is not required to maintain or repair improvements made to the manufactured home site by a tenant occupying the site, or the assign of the tenant, unless the obligation to do so is a term of this tenancy agreement.*

*(2) Tenant's obligations*

*(a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas. The tenant must take the necessary steps to repair damage to the manufactured home site or common areas caused by the actions or neglect of the tenant or a person permitted in the manufactured home park by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the manufactured home site or common areas.*

*(b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the Manufactured Home Park Tenancy Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.*

*(3) Emergency repairs*

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

*(b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord a reasonable time to complete the repairs.*

*(c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.*

*(d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of property in the manufactured home park and are limited to repairing*

*(i) major leaks in pipes,*

*(ii) damaged or blocked water or sewer pipes, or*

*(iii) the electrical systems.*

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I make the following findings:

I find that the leaking water supply pipe was a major leak and was an emergency repair situation. I find that the Landlord is responsible to maintain and repair water supply pipes to the point where they connect to a manufactured home. I find that the leak in the water supply pipe was located before the point where the pipe connects to the manufactured home.

While I find that the Landlord is responsible to repair the water supply pipe, I do not find that the Landlord is responsible to reimburse the Tenant for the repair of the pipe. The Tenant failed to comply with the Act and Regulations that require the Tenant to contact, or attempt to contact the Landlord to notify the Landlord of the problem and give an opportunity to complete the repairs.

Section 27 of the *Manufacture Home Park Tenancy Act* states that a Landlord is not required to reimburse a Tenant for emergency repairs if the Tenant made the repairs prior to notifying or attempting to notify the Landlord of the problem.

The Tenant's application for compensation in the amount of \$122.17 is dismissed.

### Conclusion

The Tenant failed to notify the Landlord of an emergency repair situation prior to having the problem repaired. The Tenant is not entitled to reimbursement of the cost of the repair.

The Tenants claim for \$122.17 is dismissed.

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: January 05, 2017

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Residential Tenancy Branch