



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KING GEORGE MOBILE HOME PARK LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF, MNDC, ERP, RR

Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Manufacture Home Park Tenancy Act* (the *Act*).

The landlord applied for:

- an Order of Possession pursuant to section 48;
- a monetary order for unpaid rent pursuant to section 60; and
- recovery of the filing fee of this application from the tenant pursuant to section 65.

The tenant applied for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 60;
- an order that emergency repairs be made pursuant to section 27;
- an order that rent be reduced pursuant to section 58; and
- recovery of the filing fee of this application from the landlord pursuant to section 65.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were in attendance I confirmed that there were no issues with service of the landlord's 10 Day Notice to End Tenancy (the "10 Day Notice"), the tenant's application for dispute resolution, the landlord's application for dispute resolution or either party's evidentiary materials. The parties confirmed receipt of one another's materials. In accordance with sections 81 and 82 of the *Act*, I find that the parties were duly served with copies of the landlord's 10 Day Notice, the respective applications and their respective evidence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a monetary award as claimed?

Is the tenant entitled to a monetary award as claimed?

Should the landlord be ordered to make emergency repairs?
Should the tenant be authorized to reduce rent for repairs?
Are either party entitled to recover the filing fees of their application?

Background and Evidence

The parties agreed on the following facts. This tenancy began in July, 2016 when the landlord purchased the manufactured home park from its previous owner. The tenant has been residing in the park prior to the purchase. The monthly rent was \$751.00 payable on the first of each month until January, 2017 when it was increased to \$790.00 per month.

The landlord testified that the tenant has failed to pay the rent for December, 2016 and January, 2017. The landlord said that the total rent arrear is \$1,541.00 as at March 20, 2017 the date of the hearing. The landlord testified that the tenant made rent payment for February and March, 2017 but those were accepted for use and occupancy only.

The tenant testified that on or about December 5, 2016 the power to his mobile home was cut off. He said that he advised the landlord of the issue and they have attempted to reconnect the power but have failed to do so. The landlord testified that they have hired electricians to review the issue and have been informed that the source of the issue is most likely within the mobile home.

Analysis

I accept the evidence of the parties that the tenant was obligated to pay the monthly rent in the amount of \$751.00 for December, 2016 and \$790.00 for January, 2017. I accept the landlord's evidence that the tenant failed to pay the full rent due within the 5 days of service granted under section 39(4) of the *Act* nor did the tenant dispute the 10 Day Notice within that 5 day period. Accordingly, I find that the tenant is conclusively presumed under section 39(5) of the *Act* to have accepted that the tenancy ended on the corrected effective date of the 10 Day Notice, February 14, 2017. Therefore, I find that the landlord is entitled to an Order of Possession, pursuant to section 48 of the *Act*.

I accept the landlord's evidence that the total amount of arrear for this tenancy is \$1,541.00. I issue a monetary award in the landlord's favour for unpaid rent of \$1,541.00 as at March 20, 2017, the date of the hearing, pursuant to section 60 of the *Act*.

I find that the tenant has failed to show on a balance that the power outage in his manufactured home is a result of the landlord's actions or negligence. While I understand that the tenant was inconvenienced by the lack of electricity I find that there is insufficient evidence to show that the damages are a result of the landlord. I accept the landlord's evidence that they have investigated the cause of the issue and hired third party electricians to review the matter. I accept the landlord's evidence that they were informed the cause of the outage lies within the tenant's manufactured home and outside of their control. Consequently, I dismiss the tenant's

application to have the landlord perform emergency repairs, reduce the rent and make a claim in damages.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

I dismiss the tenant's application.

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary order in the landlord's favour in the amount of \$1,641.00 which allows the landlord to recover unpaid rent and the filing fee for their application:

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Manufactured Home Park Tenancy Act*.

Dated: March 20, 2017

Residential Tenancy Branch