



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Evergreen Mobile Home Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, RP, PSF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 60;
2. An Order for the Landlord’s compliance with the Act, regulations or tenancy agreement - Section 55;
3. An Order for repairs to the site or property - Section 26;
4. An Order for the provision of services or facilities - Section 58; and
5. An Order for a rent reduction - Section 58.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to compensation or a rent reduction?

Is the Landlord required to provide upgraded electrical wiring or infrastructure for internet and cable?

Background and Evidence

The tenancy started in June 2006. Although there is a written tenancy agreement neither Party provided a copy as evidence. Rent of \$358.00 is payable on the first day of each month.

The Tenant states that the tenancy agreement provides for the collection of garbage and recycling as part of the rent. The Tenant states that up to 2011 the Landlord provided this service as part of the rent. The Tenant states that since 2011 the city became the provider of this service at a cost to the Tenant through her taxes. The Tenant argues that since the Landlord no longer provides this service the Tenant is entitled to a reduction in rent. The Tenant calculates this reduction at \$13.00 per month for a total of \$1,014.

The Landlord states that while the tenancy agreement does not provide for the collection of garbage the Landlord considered their collection of garbage as part of the rent. The Landlord states that past monthly costs for the garbage collection was \$11.21. The Landlord states that when the city took over the provision of these services the Landlord refrained from giving the Tenant a rent increase for 2011 in the amount of \$11.72 and that as a result the Tenant has saved this monthly amount to date. The Landlord states that the city does not provide recycling containers with its collection service and people are required to purchase their own containers, like bags or bins. The Landlord states that as added compensation to the Tenant the Landlord provides those containers at no cost to the Tenant. The Landlord states that although the Tenant did not agree to this as compensation the Landlord believes that it is more than sufficient. The Landlord also argues that the Tenant did not act for many years on this and therefore cannot now raise this claim. The Tenant states that the recycling bins have been provided by the Landlord all along and are not an added benefit. The Tenant states that her increased taxes are greater than the relief from the maximum rent increase. The Tenant provided no supporting evidence of the amount of tax being paid to the city for the garbage collection.

The Tenant states that the area leading to her driveway has a slope that results in water collecting and pooling at her steps and under her unit. The Tenant states that mold was found under the unit and the Tenant believes that the dampness from the water pooling

caused that mold which likely damaged parts of her home and has damaged her steps. The Tenant states that she does not seek compensation for the damage and only wants the pooling stopped. The Landlord states that he was informed of this issue a year ago but at an inspection was never shown any mold by the Tenant. The Landlord states that a company has been hired to make corrections to the driveway to ensure that water no longer flows to the unit. The Landlord states that partial repairs have already been made and that although they have not been able to pin down a completion date with the company they expect completion by the end of October 2017. The Tenant agrees that the Landlord's promise for repairs satisfies her claim.

The Tenant states that although her electrical panels are sufficient and can handle 100 amps the wiring to her panel only delivers 65 amps. The Tenant states that the Landlord has failed to update old wiring to the units and as a result the Tenant is unable to operate certain appliances or machines at the same time. For example the Tenant states that she cannot have the oven on while using the hot tub. The Tenant argues that the Landlord has an obligation to update the wiring to provide increased amps to the unit. The Tenant argues that the Landlord could also have obtained a fibre optic delivery for internet at no cost and did not do so. The Tenant argues that the Landlord has an obligation to stay up to date with the provision of this technology as everybody uses and relies on technology.

The Landlord states that there is nothing in the tenancy agreement that requires the Landlord to update the electrical wiring or to upgrade existing infrastructure. The Landlord states that the costs to update the wiring are large and would ultimately be passed on to the tenants. The Landlord argues that the system functions sufficiently and is well maintained. The Landlord states that the park has modern standards in place for the internet and cable. The Landlord states that even if the park accepted the free installation of the fibre optics this would only be brought to the property and then co-axial cable would deliver the internet to the units. The Landlord states that an

equivalent co-axial delivery system is available at the park through a different internet provider.

Analysis

Section 26(1) of the Act provides that a landlord must

- (a) provide and maintain the manufactured home park in a reasonable state of repair, and
- (b) comply with housing, health and safety standards required by law.

There is no evidence that the tenancy agreement requires the Landlord to make improvements to the park to maintain or provide modern standards in infrastructure or technology. While the wiring may not be sufficient for the operation of some or all usage of the Tenant's electrical appliances and machines at the same time, the Tenant provides no evidence that the old wiring is causing any health or safety concerns, that it requires repair, or that it is out of compliance with standards required by law. I accept the Landlord's evidence that the existing wiring is well maintained. For these reasons I find on a balance of probabilities that the Tenant has not substantiated that the Landlord must upgrade the existing wiring or obtain the provision of a fibre optic delivery system. I therefore dismiss the Tenant's claim for the Landlord's compliance and the provision of services or facilities.

As the Landlord has started to make repairs to the water pooling and as the Tenant is satisfied with the Landlord's promise to finish the repairs as soon as possible I decline to make an order for these repairs. Should the Landlord fail to complete the repairs in a reasonable period of time the Tenant has leave to reapply for a repair order and compensation.

Section 7 of the Act provides that if a landlord does not comply with this Act, the regulations or their tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Based on the undisputed evidence that the collection of

garbage and recycling by the Landlord was provided for with the rent and considering that the Landlord is no longer carrying out this task I find that the Tenant has substantiated a loss of a value in the rent paid. However, given the lack of evidence on the exact amount of tax increase the Tenant has been paying I consider the Landlord's act to refrain from giving the Tenant a rental increase at the same time as the equivalent of a sufficient rent reduction. I therefore dismiss the claim for compensation or a rent reduction.

Conclusion

The Tenant's application is dismissed with the exception of the claim for repairs in relation to the water pooling. This claim is dismissed with 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 *Manufactured Home Park Tenancy Act*.

Dated: September 22, 2017

Residential Tenancy Branch