



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FF

Introduction

This hearing dealt with the tenant's application for the landlords to make repairs to the rental unit or manufactured home site. The hearing was held over two dates and both parties appeared or were represented at both hearing dates. Both parties were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party. An Interim Decision was issued after the first hearing date and should be read in conjunction with this Decision.

At the first hearing the tenant identified the most significant repair issues she seeks to have addressed by the landlords. At the outset of the reconvened hearing I heard consistent testimony from both parties that since the first hearing several of the issues had been sufficiently resolved by the landlords; including: an electrician inspection and repairs; installation of a new vent/exhaust for the stove; repair to the furnace wire; repair to a leaking pipe on the exterior of the manufactured home; replacement of the propane tank and purging of the propane line; replacement of the washing machine; and, the landlords provided the tenant with paperwork on the furnace so that she may obtain insurance. Accordingly, I determined and informed the parties that the focus of the reconvened hearing was to determine the outstanding repair issues that remain and the appropriate remedies.

Issue(s) to be Decided

1. Is it necessary and appropriate to issue repair orders to the landlords?
2. Is it necessary and appropriate to issue any orders to the tenant?

Background and Evidence

The rental unit is a manufactured home with an addition that is owned by the landlords. The manufactured home is located in a manufactured home park and the landlords are tenants of the manufactured home park.

Below, I have summarized the repair issues that remain outstanding, according to the tenant, and the landlords' position with respect to each of those issues.

1. Roof

It was undisputed that the roof is a very low sloping roof that has leaked in the past. The landlord applied a "blue skin" product to roof of the addition approximately three years ago and a rubber membrane to the roof of the original manufactured home in the summer of 2016.

The tenant is concerned about the potential for future leaks, especially when the rain and wind are heavy. The landlords acknowledged that the application of the rubber membrane is a process that needs to be done periodically. The landlords have enquired with the tenant as to whether the roof has leaked since those products were applied and it would appear there has been no recent leaking.

The tenant submitted that there is rot in the roof structure of the addition, which is over her bedroom. The landlord acknowledged that there is a soft spot in that roof area and that the roof structure requires repair or replacement. The landlord stated that he intends to have this done and opines that it is reasonable to expect that it be completed by November 30, 2017. The landlords did not object to an order to have the rotting roof structure repaired or replaced by November 30, 2017. The tenant indicated she was satisfied with this outcome.

The tenant submitted that the gutters also require regular cleaning to aid in the drainage of rain water from the roof. The landlord agreed that this is necessary and stated that he intends to do this soon before the rainy season arrives. I was satisfied the landlords will address this routine maintenance issue and I did not make a formal order with respect to gutter cleaning.

2. Entry door frame

The tenant submits that the entry door is very difficult to close, especially when the wet weather comes, requiring a hip check to close the door. Also, the pressure appears to put a significant strain on the door knob/lock which breaks frequently. The tenant is of the position the entry door is not secure when it is so difficult to close and the locks break.

The landlords submitted that the door was shutting easily when the landlords were there in the summer to deal with the other repair issues but the landlord did acknowledge the door becomes tight in the wetter weather. The landlord was of the position there is nothing wrong with the door frame but did acknowledge the knob/locks break and he does not know the reason for that.

The tenant stated that one can see the door frame move. The landlord stated he had not seen that.

The parties were agreeable to meeting at the property and the tenant will demonstrate the moving door frame to the landlord. The landlord is to propose a date/time to the tenant for this to occur within one week of this date. I ordered the landlord to repair or replace the frame should the landlord observe the door frame moving as alleged by the tenant. The landlords did not object to the order and the tenant appeared satisfied.

3. Mold/moisture

The tenant submits that the manufactured home site is prone to flooding in the winter, especially since the manufactured home site she occupies is the lowest in the park. The tenant was of the position that the flood water come quite high and close to the manufactured home at times and contributes to moisture in the rental unit. The landlords acknowledged the site does get very wet at times, explaining the manufactured home park is on a flood plain, but had not seen the water level as high as described by the tenant.

The tenant is concerned that a central drain in the manufactured park has been disconnected to deal with a tree root and that the site will flood again if the drain is not working properly. The tenant states that since she is not a tenant of the manufactured home park the landlords must raise this issue with the park management.

The landlords stated that the park manager has suctioned the drain in the past in an effort to deal with water in the park; however, they are unaware that the central drain had been disconnected. The landlords were agreeable to making enquiries with the park management about this issue. Further, the landlords stated they understand that if the park management does not respond or address the concerns adequately it will be upon the landlords to pursue the manufactured home park landlords for a remedy, including filing their own Application for Dispute Resolution.

The landlords are concerned that moisture in the rental unit is condensation from the tenant not using the furnace which is to be the primary source of heat and provides air movement in the manufactured home. The landlords have had the furnace and its components serviced and the propane tank filled and wants the tenant to use the furnace. The tenant stated she has used the furnace in the past and will do so again this coming heating season. The tenant also acknowledged that she owes the landlord for the propane fill but does not know the cost of the fill. The parties were in agreement that the landlord will provide the tenant with a copy of the propane fill invoice and that she will make payment to the landlord.

4. Tub surround

The parties provided consistent testimony that there are two cracks in the tub surround that require attention. The tenant submits that the landlord did apply caulking to the cracks but the caulking does not last very long. The landlord stated that short of replacing the surround, he is aware of a patch kit he may order and apply to the cracks. The parties were in agreement that the landlord shall apply the patch kit and if the patch kit does not hold the tenant will notify the landlords.

Analysis

A landlord's obligation to repair and maintain a property are provided under section 32 of the Act. Section 32(1) provides as follows:

- 32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that
- (a) complies with the health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Where a tenant requires repairs, it is expected that a tenant will notify the landlord of the issue to provide the landlord the opportunity to determine the repair is required and have the repair made. If the landlord does not make appropriate repairs in a timely manner the tenant is at liberty to seek an Order from the Director, as delegated to an Arbitrator.

During the reconvened hearing, the parties appeared to be largely in agreement as to the next steps that need to be or will be undertaken to address outstanding repair issues. I issue the following orders pursuant to those discussions:

I order the landlords to:

1. Attend the rental unit within one week to inspect the entry door frame with the tenant. If the entry door frame is seen to be moving as alleged by the tenant, the landlord shall undertake appropriate repair or replacement of the door frame without unreasonable delay.
2. Repair or replace the rotting roof structure over the addition by November 30, 2017.
3. Make enquiries with the manufactured home park landlord as to the operation and function of the central drain in the park so as to determine whether it is expected to work sufficiently. If the drain is not functioning or operating sufficiently the landlords shall pursue the manufactured home park landlord to make necessary repairs with a view to minimizing the amount of water entering the manufactured home site. The landlords are to keep the tenant apprised as to the status of the central drain.
4. The landlords are to order and install the tub surround patch kit as soon as possible. If the patch kit does not hold the landlords must take other appropriate steps to stop the water from leaking through the tub surround.

I also order the tenant to:

1. Demonstrate the operation of the entry door, including any movement, to the landlord when the landlord attends the property for this purpose.
2. Report to the landlords without any delay any noticeable leaking of the roof.
3. Report any noticeable failure of the tub surround patch kit to the landlord.
4. Report excessive flooding of the rental site to the landlord as soon as it occurs so that the landlord may view and determine any appropriate action the landlord should take with the manufactured home park.

5. Use the furnace as the primary source of heat.

Since the tenant's application had some merit, I award the tenant recovery of the \$100.00 filing fee she paid for this application. **The tenant is authorized to deduct \$100.00 from rent or utilities otherwise payable to the landlords in satisfaction of this award.**

Conclusion

I have issued orders to both parties in this decision. I have awarded the filing fee to the tenant. The tenant is authorized to deduct \$100.00 from rent or utilities otherwise payable to the landlords.

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: October 4, 2017

Residential Tenancy Branch