



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Roysor Enterprises Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, ERP, OLC, PSF, FF

Introduction

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

1. An Order for emergency repairs and other repairs - Section 26 and 27;
2. An Order for the Landlord to comply with the Act or tenancy agreement - Section 55;
3. An Order for the provision of facilities or services - Section 58; and
4. An Order for the recovery of the filing fee - Section 65.

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

Preliminary Matter

It was confirmed that the Tenant did not include a claim for compensation in its application and did not make an amendment to the application for this claim. As a result no claim for compensation will be considered during this hearing. The Landlord confirms that as no compensation claim is being considered they no longer require an adjournment.

Issue(s) to be Decided

Is the Tenant entitled to an order for repairs?

Background and Evidence

The following are undisputed facts: The tenancy of two mobile home pads started in 2014. Current monthly rent for each of the pads is \$385.00. Water is required to be provided to the

pads for use by the mobile homes. The mobile homes on the pads are rented by the Tenant to 3rd parties. On or about April 26, 2018 the 3rd parties reported to the Tenant that there was no to low water pressure. This was reported immediately to the Landlord who was already aware of the problem. The Landlord made temporary repairs and the water pressure is now at about half the recommended pressure.

The Tenant states that the water pressure for the two units is at 16 and 18 lbs and should be a minimum of 30 lbs. The Tenant states that at this level it takes a significantly long period of time to reach water levels necessary for the operation of the appliances that use the water. The Tenant states that the Landlord informed the Tenant that the mobile homes would have to be moved in order to make those repairs. The Tenant states that the Landlord has not made such repairs. The Tenant claims an order for the Landlord to make repairs and states that while it would be less loss to the existing tenants to make repairs without moving the units, the Tenant would accept repairs where moves were required however the Tenant would want compensation should the existing tenants have to be temporarily relocated.

The Landlord states that while they would like to make repairs there is no room between the units to move them enough to get at the work area. Further, given the age of the units there would be work safe concerns as the units are no longer up to building codes. The Landlord states that there is no room anywhere else on the park to move the units. The Landlord provides aerial and photo depiction of the two units and the entire park. The Landlord states that the park is no longer zoned as a mobile home park and while existing units may be on the park, if a unit is moved off the park it can no longer be brought back.

The Tenant disputes that a unit can no longer be brought onto the park and states that a mobile home was removed and replaced by another mobile home less than two years ago. The Tenant states that the engineering report provided by the Landlord does not state that the mobile homes have to be moved to make the required repairs. The Tenant states that the mobile homes could be left on site and merely turned in order to reach and made repairs in a trench that is 4 to 6 feet wide. The Tenant states that the city informed him that the property was originally zoned as a mobile home park and that the Landlord changed the zoning for development purposes. The Tenant seeks leave for compensation if the Landlord has to move

the mobile homes temporarily to make the repairs or if the mobile home has to be removed and is not able to be returned after repairs to the water system.

The Landlord states that the engineering report indicates that there are work safe concerns with repairs if the homes are not moved for the repairs and that they would likely be stopped from proceeding with such repairs. The Landlord states that the property has never been rezoned and that if it was rezoned it was at the city's initiative. The Landlord states that the mobile homes cannot be pivoted as there is only 9 feet between the two homes and that this is insufficient space for such a move. The Landlord states that it would be impossible to twist the two homes simultaneously to reach the work area. The Landlord states that as the codes have been increased they would require more space for the upgrades to the system. The Landlord states that while they agree that water must be supplied and while they take no position on a repair order they believe that no repairs can be done and if repairs are ordered they will seek to have the tenancy ended due to frustration.

Analysis

Section 26(1) of the Act provides that a landlord must provide and maintain the manufactured home park in a reasonable state of repair. Section 7 of the Act provides that if a landlord does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord must compensate the tenant for damage or loss that results. There is no dispute that the tenancy agreement provides that the Landlord will provide water services to the mobile home and that the water pressure is inadequate for reasonable use. I find therefore that the Landlord is obliged to provide a working water system to the two mobile homes. The engineering report does not indicate that repairs cannot be made. The report does indicate that there are many complications to the repairs that will likely require the removal of the homes for repair to current standards. While it may be that empty sites cannot be filled under the new zoning with a new tenancy, the Landlord provided no supporting evidence of such a restriction on a site where the tenancy of the site continues to exist and the home is only temporarily moved off the site. The letter also does indicate that while problematic and time consuming repairs can be made without moving the homes. For these reasons and as there is no dispute that the Tenant is entitled to water at a reasonable pressure, I find that the Tenant is entitled to an order for repairs.

As neither Party made any submissions in relation to a time line for repairs, as there is some water pressure available and as there was no dispute about the level of pressure required I order the Landlord to restore the water supply and pressure to at least 30 lbs as soon as possible and no later than August 31, 2018. Should the repairs require the removal of the mobile homes either temporarily or permanently or if the Landlord fails to make the repairs as ordered the Tenant has leave to reapply for compensation.

As the Tenant has been successful with its application I find that the Tenant is entitled to recovery of the filing fee and the Tenant may deduct \$100.00 from future rent payable in full satisfaction of this claim.

Conclusion

The Landlord is ordered to make repairs on both sites to the water system as soon as possible and no later than early fall.

I grant the Tenant an order under Section 60 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims 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: July 20, 2018

Residential Tenancy Branch