



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

RP

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for an Order for regular repairs, pursuant to section 26.

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.

The tenant testified that the landlord was served the notice of dispute resolution package by registered mail on August 23, 2018. The landlord confirmed receipt of the dispute resolution package but did not know on what date. I find that the landlord was deemed served with this package on August 28, 2018, five days after its mailing, in accordance with sections 82 and 83 of the *Act*.

Preliminary Issue- Tenant's Photographic Evidence

The landlord testified that he did not receive any photographic evidence from the tenant. The tenant confirmed that he did not serve the landlord with his photographic evidence.

Section 3.14 of the *Residential Tenancy Branch Rules of Procedure* (the "Rules") states that evidence not submitted at the time of Application for Dispute Resolution that are intended to be relied on at the hearing must be received by the respondent not less than 14 days before the hearing. I find that since the tenant did not serve the landlord with his photographic evidence, all photographic evidence submitted by the tenant, are not admitted into evidence.

Issue(s) to be Decided

1. Is the tenant entitled to an Order for regular repairs, pursuant to section 26 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on June 15, 2014 and is currently ongoing. Monthly rent in the amount of \$434.00 is payable on the first day of each month.

The tenant testified that his manufactured home site is deteriorating and requires repair, but the landlord will not repair his site. The tenant testified that the concrete paving is breaking into large chunks and he believes it is a safety hazard as his wife has twisted her ankle on the deteriorating concrete. The photo submitted by the landlord shows asphalt pavement up to the original single wide manufactured home and concrete pavement up to the addition to the manufactured home. The concrete pavement appears to be cracked and crumbling in a few places.

Both parties agreed that the asphalt is the original pad which the landlord testified was poured 27 years ago, by a previous landlord. Both parties agreed that the concrete was poured by a previous tenant.

The tenant testified that he sent a letter to the landlord on July 30, 2018 requesting that the landlord repair his deteriorating lot pad by August 22, 2018. The landlord testified that he received the tenant's letter dated July 30, 2018 on or around August 13, 2018.

The landlord testified that he only repairs the manufactured home park, but not the individual pad sites. The landlord testified that the pad sites are the responsibility of the tenants. In support of this contention, the landlord entered into evidence photographs of other pad sites in which the tenants have completed material upgrades to the landscaping and driveways on their pad sites.

Analysis

Policy Guideline 1 and section 26(1) of the *Act* state that the landlord is responsible for ensuring that manufactured home sites and parks, meet health, safety and housing standards established by law, and are reasonably suitable for occupation given the nature and location of the property.

The *Act* defines manufactured home site as "a site in a manufactured home park, which site is rented or intended to be rented to a tenant for the purpose of being occupied by a manufactured home."

I find that the tenant's pad site meets the definition of a manufactured home site, under the *Act*.

Pursuant to Policy Guideline 1 and section 26(1) of the *Act*, I find that the landlord is responsible for ensuring that the tenant's pad site meets the health safety and housing standards established by law, and is reasonably suitable for occupation given the nature and location of the property.

The tenant did not provide any evidence or testimony as to what housing, health or safety standard required by law, the landlord breached. As such, I find that tenant has failed to prove that the landlord breached a housing, health or safety standard required by law.

I find that the tenant's pad site has cracks and is crumbling in some places; however, I find that the pad site is still reasonably suitable for occupation given the nature and location of the property.

Conclusion

I dismiss the tenant's application.

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: October 10, 2018

Residential Tenancy Branch