



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LAKESIDE MOBILE HOME PARK and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes ER, RR

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for an Order requiring the Landlord to make repairs to the rental unit and for authority to reduce the rent.

The Tenant stated that on February 26, 2019 the Application for Dispute Resolution, the Notice of Hearing and evidence the Tenant submitted to the Residential Tenancy Branch were sent to the Landlord, via registered mail. The Agent for the Landlord acknowledged receiving these documents and the evidence was accepted as evidence for these proceedings.

On March 22, 2019 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenant, via mail, on March 22, 2019. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Issue(s) to be Decided

Is there a need for an Order requiring the Landlord to make repairs to the rental unit?
Should the Tenant be granted authority to reduce the rent in compensation for the inconvenience of sewage backing up into the rental unit?

Background and Evidence

The Agent for the Landlord and the Tenant agreed that:

- the Tenant was renting this site prior to the Landlord purchasing the manufactured home park;
- the current rent for this site is \$354.00, which is due by the first day of each month;
- on March 08, 2018 there was a dispute resolution proceeding regarding this tenancy;
- at the hearing on March 08, 2018 the parties reached a settlement agreement which required the Landlord to make final repairs to the septic system by May 30, 2018;
- on September 14, 2018 there was another dispute resolution proceeding regarding this tenancy;
- at the hearing on September 14, 2018 the parties reached a settlement agreement which required the Landlord to make final repairs to the septic system by September 21, 2018;
- the settlement agreement reached on September 14, 2018 also required the Landlord to provide the Tenant with a letter from a contractor attesting to the repairs performed;
- the settlement agreement reached on September 14, 2018 authorized the Tenant to withhold rent until such time as the repairs were complete;
- on the basis of the settlement agreement reached on September 14, 2018 the Tenant is obligated to pay all outstanding rent once the final repairs to the septic system are complete and once she receives a letter from the contracting company attesting to the repairs;
- rent was paid for September of 2018;
- no rent has been paid for any period after October 01, 2018; and
- on September 18, 2018 the Tenant received a letter from the plumbing company who made repairs to the septic system, a copy of which was submitted in evidence.

The Tenant stated that:

- she does not believe the septic system has been properly repaired as the septic has backed up into her bathtub on two occasions since she received the letter attesting to the repairs;
- on November 18, 2018 the septic backed up into her bathtub;
- in February of 2019 the septic backed up into her bathtub;

- she does not know why the septic backed up on either occasion;
- she does not know what repairs are needed to the septic system; and
- areas that were dug up to repair the septic system need to be filled in and leveled.

The Agent for the Landlord stated that:

- the septic system has been fully repaired;
- the only thing needed to be done is to level the ground where the repairs have been made;
- there was a blockage in the septic line in November of 2018;
- the lines were “blown out” in November and a blockage was cleared;
- the source of that blockage is unknown;
- there was a blockage in the septic line in February of 2019;
- the lines were “blown out” in February and a blockage was cleared;
- the blockage in February was caused by someone on a different site flushing underwear down the toilet;
- in March of 2019 the municipality “jetted” the main line; and
- they have recently received a video from the municipality that shows the main line is clear.

During the hearing the Agent for the Landlord and the Tenant mutually agreed to settle the issue of compensation regarding the inconveniences she has experienced as a result of sewage backing up into her rental unit under the following terms:

- the Tenant will pay the Landlord \$1,200.00; and
- this payment will be made in full compensation for all rent that is due for the period between October 01, 2018 and April 30, 2019.

The settlement agreement was summarized for the parties on at least two occasions and the parties indicated that they agreed to resolve the issue of compensation for past inconveniences under these terms.

The Agent for the Landlord and the Tenant acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

On the basis of the evidence presented by the Landlord and in the absence of any evidence to the contrary, I find that the septic system is currently functioning properly. As the system is currently functioning properly I do not find it necessary to issue an Order requiring the Landlord to make further repairs to the septic system and I dismiss the Tenant's application for such an Order.

In adjudicating this matter I am cognizant of the undisputed evidence that sewage backed up into the Tenant's bathtub on two occasions since the Landlord repaired the septic system. On the basis of the undisputed evidence submitted by the Landlord and the absence of any evidence to the contrary, I find that these backups were the result of blockages that were likely caused by a foreign object being introduced into the system, rather than an indication that there is a continuing problem with the system.

On the basis of the undisputed evidence I find that areas where the ground was dug up to repair the septic system still need to be covered and leveled. I therefore find that the repairs to the system cannot be considered fully complete. As the repairs have not been fully completed, I find that the terms of the settlement agreement reached on September 14, 2018 remain in place. Specifically, I find that the Tenant is not required to pay rent for any period after May 01, 2019 until such time as the ground above the septic system repairs has been filled and leveled.

On the basis of the undisputed evidence I find that on letter that on September 18, 2018 the Tenant received a letter from the company that repaired the septic system. This letter, in my view, satisfies the term in the settlement agreement of September 14, 2018 that required the Landlord to provide the Tenant with a letter attesting to the repairs that were made.

On the basis of the settlement agreement reached at this hearing, I find that the Tenant must pay the Landlord \$1,200.00 in full compensation for all rent that is due for the period between October 01, 2018 and April 30, 2019. As the Tenant agreed to pay this amount, I find that this payment is due immediately.

In addition to the agreed upon compensation for past inconveniences, I find that the Tenant should receive compensation for any further inconveniences she experiences as a result of sewage backing up into her rental unit. I therefore authorize the Tenant to reduce her monthly rent by \$50.00 every time sewage backs up into her rental unit in

the future, unless the sewage back up is caused by the actions or neglect of the Tenant or a guest of the Tenant. This award is intended to reflect the inconvenience associated to the cleaning that is necessary after such a situation.

Conclusion

On the basis of the settlement agreement reached at the hearing I grant the Landlord a monetary Order for \$1,200.00. In the event this amount is not paid to the Landlord this Order may be served on the Tenant, filed with the Province of British Columbia 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: April 05, 2019

Residential Tenancy Branch