



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes RP, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to have the landlord make repairs and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony that was presented at the hearing. The parties were informed evidence not presented or explained during the hearing would be not considered. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Should the landlord be ordered to make repairs?
Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The parties agreed that the tenancy began in July 25, 2016. Site rent was the amount of \$489.00 payable on the first of each month.

The tenant testified that they are seeking to have the landlord to make the repairs to the blocking that is underneath their manufactured home. The tenant stated that the blocking is owned by them; however, they believe the landlord is responsible for the cost of the repair, which is over \$4,000.00, due to flooding on their site.

The tenant testified that when they purchased the manufactured home in 2016, they had a home inspection done and the blocking was in satisfactory condition. The tenant stated that the inspection report noted that there was a slight slope to the floor; however, it was so insignificant that there was no cause for concern.

The tenant testified that they were away for the entire winter of 2016 and 2017, and when they returned everything was fine.

The tenant testified that in early May of 2017, there were heavy rains that flooded the area and they discovered at that time that there were no storm drains. The tenant stated that their site is in the lowest area of the park and this should have been disclosed to them when they purchased the manufactured home.

The tenant testified that the site area stayed wet from June to September 2017. The tenant stated that in September 2017, the landlord made repairs to fix the problem, by digging a long trench adding piping and gravel to divert the water. The tenant stated that they were informed that the problem was fixed.

The tenant testified that heavy rain and snow for the winter of 2017 and 2018 were exceptional. The tenant stated that the repair the landlord has previously made was not sufficient to divert the water, causing the wood blocking to rot.

The tenant testified that in September 2018, the landlord installed a french drain. The tenant stated that the landlord should have ensured that the repair in 2017 was sufficient. The tenant stated that due to the landlord's failure to divert the water that the landlord should be responsible to pay for the blocking that is now damaged.

The tenant testified that they first notified the landlord of the problem that their blocking was rotting, in person, and in writing on December 6, 2018. The tenant stated the landlord did not make the repair to their personal property and seek an order to have the repairs made.

Counsel submits that the wood blocking is the tenant's responsibility to maintain, as per the tenancy agreement and the park rules.

Counsel submits that the landlord is not responsible to maintain the tenant's property. Counsel submits that the tenant wants the landlord to upgrade the wood blocking by adding concrete blocking which is a significant upgrade from the wood blocking.

Counsel submits that the tenant can make the repair by simply having the wood blocking repaired and leveled at the cost of \$800.00, which is noted in the tenant's evidence. Counsel submits this is normal maintenance that the tenant is required to do.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Landlord and tenant obligations to repair and maintain

- 26** (1) 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.
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas.
- ...
- (5) A landlord is not required to maintain or repair improvements made to a manufactured home site by a tenant occupying the site, or the assignee of the tenant, unless the obligation to do so is a term of their tenancy agreement.

In this matter, I accept that there was flooding due to heavy rains in May of 2017, which caused water to sit in the lower portion of the manufactured home park. The landlord in September of 2017, made repairs to the manufacture home park by adding drainage.

In the winter of 2017 and 2018, due to heavy rain and snow the area again sustained some flooding in the lower portion of the manufacture home park. The landlord installed a second drainage system. I find the landlord did make reasonable attempts to fix the drainage problem that did not existed prior to unusual heavy rains and snow. The landlord cannot be responsible for changes to weather patterns, such as in this case.

Further, I am not satisfied that the tenant took reasonable steps to maintain and protect their wood blocking as there has been no maintenance on the blocking since the tenant purchased the manufactured home.

Furthermore, the tenant did not notify the landlord that they were having any problems with the site until they sent a letter on December 6, 2018. I find the landlord cannot be held responsible unless they are notified that a problem existed.

In addition, the tenant can have the wood blocking repaired for a small cost of \$800.00. I find this is a reasonable cost based on normal maintenance, as the tenant must expect the wood blocking must be repaired and maintained from time to time. I find the tenant is responsible to maintain and repair their blocking.

I also find it troubling that the tenant wants the landlord to make improvements to their blocking by having it replaced with concrete blocking at a cost of \$4,800.00; I find that unreasonable. Under no circumstances is the landlord required to make improvements to the tenant's personal property, even if there was neglect on the part of the landlord, which I found the landlords actions were reasonable when attempting to deal with issues that were caused by unforeseen changes in the weather.

Based on the above, I dismiss the tenant's application to have the landlord make repairs to their personal property.

Conclusion

The tenant's application is dismissed. The tenant is not entitled to recover the cost of the filing fee from the landlord.

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: May 1, 2019

Residential Tenancy Branch