



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes: OLC FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Manufactured Home Park Tenancy Act* (the Act). The tenant applied for an order directing the landlord to comply with the Act, regulation or tenancy agreement and to recover the cost of the filing fee. In the details of dispute; however, the tenant appears to be seeking reimbursement of the cost to hire an electrician.

The tenant, a witness for the tenant DN (witness), a support person for the tenant JO, an agent for the landlord TD (agent), and a co-owner of the company, SS, who indicated the DBA (doing business as) name of the landlord company (landlord), attended the teleconference hearing. The parties were affirmed. Thereafter the parties gave affirmed testimony, were provided the opportunity to present evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence. As a result, I find the parties were sufficiently served in accordance with the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

I have reviewed all oral documentary evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rule of Procedure (Rules). However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary and Procedural Matters

At the outset of the hearing, there was no objection by the tenant to amend the application to reflect the correct name of the landlord, which is the name of the manufactured home park. As a result, the application was amended to replace the name of the agent with the name of the manufactured home park pursuant to section 57(3) of the Act.

In addition, the parties provided confirmed their addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties.

Issues to be Decided

- Should the landlord be ordered to comply with the Act, regulation or tenancy agreement?
- Is the tenant entitled to the recovery of the cost of the electrician the tenant hired?
- Is the tenant entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

In their application the tenant writes:

On August 22, 2019, I called an electrician because of fluctuating electricity which affected my appliances and lighting. I was concerned about the possible danger to me and my home. The electrician then determined the fault was not with my unit and called the landlord. That's when I found out my unit was tied into fuses in a main electrical room, and that those fuses were old and underperforming. The landlord then changed the fuse, and all was well. I want to be reimbursed for funds spent.

The tenant confirmed that before calling an electrician, they spoke to another tenant in the manufactured home park, DN. The tenant clarified that DN suggested that the tenant call an electrician and as a result, they did and eventually paid the electrician \$161.50. The tenant is seeking reimbursement of that cost.

During the hearing, the tenant affirmed that they did not call the landlord or write to the landlord regarding the need for an electrician and instead made the call first.

The parties were advised of section 27 of the Act, and the tenant's application was dismissed as a result for failing to comply with section 27 of the Act, which will be explained further below.

Analysis

Based on the documentary evidence, testimony and on the balance of probabilities, I find the following.

Section 27 of the Act applies and states in part:

Emergency repairs

27(1) In this section, "**emergency repairs**" means repairs that are

- (a) urgent,
- (b) necessary for the health or safety of anyone or for the preservation or use of property in the manufactured home park, and
- (c) made for the purpose of repairing
 - (i) major leaks in pipes,
 - (ii) damaged or blocked water or sewer pipes,
 - (iii) the electrical systems, or
 - (iv) in prescribed circumstances, the manufactured home site or the manufactured home park.

(2) The landlord must post and maintain in a conspicuous place in the manufactured home park, or give to a tenant in writing, the name and telephone number of a person the tenant is to contact for emergency repairs.

(3) A tenant may have emergency repairs made **only when all of the following conditions are met:**

- (a) emergency repairs are needed;
- (b) **the tenant has made at least 2 attempts to telephone, at the number provided, the person identified by the landlord as the person to contact for emergency repairs;**
- (c) following those attempts, the tenant has given the landlord reasonable time to make the repairs.

(4) A landlord may take over completion of an emergency repair at any time.

(5) A landlord must reimburse a tenant for amounts paid for emergency repairs if the tenant

(a) claims reimbursement for those amounts from the landlord, and

(b) gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

(6) Subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:

(a) the tenant made the repairs before one or more of the conditions in subsection (3) were met;

(b) the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b);

(c) the amounts represent more than a reasonable cost for the repairs;

(d) the emergency repairs are for damage caused primarily by the actions or neglect of the tenant or a person permitted in the manufactured home park by the tenant.

[Emphasis added]

As the tenant admitted to hiring an electrician before providing notice to the landlord regarding the need for an electrician, I find the tenant is not entitled to any reimbursement under the Act pursuant to section 27(6)(a) of the Act. I therefore dismiss the tenant's claim for compensation for an electrician in full, without leave to reapply, due to insufficient evidence. I also find that the tenant has provided insufficient evidence for an order under the Act as I find the tenant has provided insufficient evidence to support that the landlord breached the Act, regulation or tenancy agreement.

As the tenant's application was dismissed without leave to reapply, I do not grant the tenant the recovery of the cost of the filing fee under the Act.

Conclusion

The tenant's application fails.

The filing is not granted.

This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 8, 2019

Residential Tenancy Branch