



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

This hearing was convened in response to an application by the Tenant seeking an order for emergency repairs pursuant to section 27 of the *Manufactured Home Park Tenancy Act* (the “Act”).

The Landlord did not attend the hearing. The Tenant states that it attempted to serve the Landlord with the application for dispute resolution, notice of hearing and its evidence (the Materials”) in person on February 3, 2020 but that the Landlord refused to take the Materials, so the Tenant sent the Materials to the Landlord by registered mail on February 4, 2020. The Landlord did not collect the mail. Given the evidence of registered mail I find that the Landlord was served in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Materials on February 9, 2020 regardless of them not collecting the mail. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Does the Act apply to the dispute?

Is the Tenant entitled to an order for repairs?

Background and Evidence

The Tenant resides in a fifth wheel recreational vehicle ("RV") that is located on the Landlord's property that contains an RV park, cabins and summer only camp sites. The Tenant has lived in the RV in the RV portion (the "Park") since May 17, 2019. While the R.V. has wheels it must be towed to move. The Tenant was originally provided with a site that had not been approved for RV use, so the Tenant was given another site in the Park that is approved. Although a security deposit was initially collected, this was returned by the Landlord as it was determined that the Landlord could not accept a security deposit under the Act. Other long-term RV residents occupy sites at the Park.

The Tenant provides a document entitled "Rules at "P" Campground and R.V. Park" (the "Rules"). The Tenant does not know if this is a tenancy agreement and does not understand it as the rental arrangement was made for the Tenant through an agent with the Tenant only signing the Rules. The Tenant pays monthly rent of \$750.00 that is due on the first day of each month. The Landlord has also accepted daily or weekly payments. The site does not provide frost free water connections however the Applicant insulates the connections so that it has water throughout the winter. There are no restrictions on visiting hours. The Landlord provides electrical and sewer service.

The provision of electricity to the site is inadequate and has caused damage to the outlets in the RV. The Tenant provides a Witness note that refers to an inadequate power supply and the note contains the name and phone number of the Witness. The Tenant has requested in writing that the Landlord inspect and make repairs. The Tenant provides a copy of this letter dated January 12, 2020.

Analysis

Section 2(1) of the Act provides that this Act applies to tenancy agreements, manufactured home sites and manufactured home parks. Section 1 of the Act provides the following definitions:

- a "manufactured home site" means 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;
- a "manufactured home" means a structure, other than a float home, whether or not ordinarily equipped with wheels, that is
 - (a) designed, constructed or manufactured to be moved from one place to another by being towed or carried, and
 - (b) used or intended to be used as living accommodation; and
- a "manufactured home park" means the parcel or parcels, as applicable, on which one or more manufactured home sites that the same landlord rents or intends to rent and common areas are located.

Based on the undisputed evidence that the RV must be towed and is the living accommodation of the Tenant, I find that the Tenant has substantiated that the RV is a manufactured home within the meaning of the Act. Given the undisputed evidence that the Tenant was moved to a site approved for RV use, I find that the Landlord intended to rent the site for occupation by the RV. Given the evidence of other long-term RV residents in other sites in the Park and without evidence that these other RVs are not designed to be towed and carried, I find that the Tenant has substantiated that the Park is a manufactured home park within the meaning of the Act.

The Landlord provided no dispute to the Tenant's oral evidence of the basic tenancy terms and I do not consider the Rules to take away from the essence of the tenancy arrangement between the Parties. Further, some of the Rules may be contrary to the terms of a tenancy agreement. I also consider the undisputed evidence surrounding the return of the security deposit to be persuasive that the tenancy arrangement was intended to be a tenancy agreement under the jurisdiction of the Act. As there is no evidence that the Tenant does not have exclusive possession of the site and regardless of past acceptances of rent payments by the Landlord on other than a monthly basis,

given the undisputed evidence of monthly rent due on the first day of each month, I find that a tenancy agreement exists for the rental of the site.

Given the above I find that the Act applies to the dispute.

Section 26(1)(a) of the Act provides that A landlord must provide and maintain the manufactured home park in a reasonable state of repair. Section 27(1) of the Act provides that "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, inter alia, the electrical systems.

Based on the undisputed evidence that the Landlord provides electricity to the site and on the undisputed evidence that the supply is insufficient and causing damage to the RV, I find that the Tenant has substantiated that the Landlord must make repairs to the power supply. Given that the repairs are in relation to the electrical system I consider these repairs are needed on an emergency basis. I therefore order the Landlord to forthwith obtain the services of a certified electrician to inspect the provision of electricity to the RV and to make whatever repairs or alterations are required to ensure that the Tenant has sufficient provision of electricity to the RV. I order the Tenant to serve this Decision on the Landlord. Given the urgent nature of the repairs and noting that the Tenant has provided the Landlord's email address on its application, the Tenant may serve this Decision by email to the Landlord. Should the Landlord fail to obtain the inspection within 7 days receipt of this Decision, with required repairs completed immediately or as soon as possible thereafter, the Tenant has leave to reapply for compensation or losses related to the lack of sufficient power supply and damage to the RV.

Conclusion

The Landlord is ordered to make repairs as set out and underlined above.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 2, 2020

Residential Tenancy Branch