



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Stormwynn Holdings Ltd. and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OLC, RP, MNDC, FF

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Manufactured Home Park Tenancy Act*, for an order directing the landlord to carry out repairs and to comply with the *Act*. The tenant also applied for a monetary order to be reimbursed for work done and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Has the landlord fulfilled her responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to compensation and the filing fee?

### **Background and Evidence**

The tenancy started in November 2017. The pad rental is \$281.37 due on the first of each month.

The parties testified that in 2018 there was a mud slide and several of the rental units in the home park were affected. The parties agreed that the landlord hired workers to remove the mud. The landlord also stated that a government agency visited the park and offered financial assistance to the residents.

The landlord stated that despite reminding the tenant to put in an application for financial assistance, she failed to do so. The tenant stated that she applied on the phone and was denied. The tenant did not have any documentation to support her testimony.

The tenant stated that right through 2018 she hired people to remove mud that collected in her yard and under her trailer and deck. The tenant also landscaped her yard with rocks and is claiming the cost of doing so. The tenant is claiming \$1,120.00 for these expenses and has filed receipts to support her claim.

The tenant stated that the landlord's worker was responsible for damaging her fence and is claiming \$341.52 to replace a panel of the fence. The tenant filed a photograph that shows a sliver of wood missing from one slat of the panel and a gap between two other slats. The tenant confirmed that the fence is fully functional. The landlord agreed to repair the damage.

The landlord also agreed to place cinder blocks behind the shed as a preventative measure against any future mud slides. The landlord agreed to install plastic under the tenant's trailer and remove mud/cloth from under the deck.

### **Analysis**

Section 26 of the *Manufactured Home Park Tenancy Act*. addresses the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

During the hearing, the landlord has agreed to carry out the following:

- Replace damaged slats in the fence
- Place cinder blocks behind the shed
- Install plastic under the trailer
- Remove mud and cloth from beneath the deck.

The tenant has also made a monetary claim for the cost of mud removal, cleaning and landscaping carried out in 2018. The tenant agreed that the landlord had, at her own expense, cleaned and removed mud shortly after the mud slide. The tenant also agreed that she had landscaped her yard without informing the landlord or acquiring approval for the cost of landscaping.

Based on the above, I find that the tenant has not proven an entitlement to her monetary claim and therefore it is dismissed with out leave to reapply.

Since the tenant has proven only a portion of her case, I award her \$50.00 towards the recovery of the filing fee of \$100.00. the tenant may make a one-time deduction of \$50.00 from a future rent.

### **Conclusion**

The tenant may make a one-time deduction of **\$50.00** from a future rent.

The landlord must carry out all the above-mentioned tasks that she has agreed to carry out by **September 15, 2020**.

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 05, 2020

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Residential Tenancy Branch