



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STORMWYNN HOLDINGS and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, MNDCT, RP, PSF, MNRT

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the *MHPTA*) for:

- a monetary order for compensation for damage or loss under the *MHPTA*, regulation or tenancy agreement pursuant to section 60;
- an order requiring the landlord to comply with the *MHPTA*, regulation or tenancy agreement pursuant to section 55;
- an order to the landlord to make repairs to the rental unit or site pursuant to section 26; and
- an order to the landlord to provide services or facilities required by law pursuant to section 58.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to a monetary award for compensation for loss or damage?

Is the tenant entitled to an order to compel the landlord to comply with the *MHPTA*, regulation or tenancy agreement?

Is the tenant entitled to an order to have the landlord make repairs to the site or unit?

Is the tenant entitled to an order for services or facilities agreed to but not provided by the landlord?

Background and Evidence

The tenant gave the following testimony. The tenant testified that the tenants of the park were evacuated in February 2020 due to rising water from the river. The tenant testified that the water caused her trailer to be uneven and requiring it to be releveled. The tenant testified that the ground under her trailer is “sinking”. The tenant testified that she believes the landlord should be responsible for the cost to do this.

The landlord gave the following testimony. The landlord testified that she paid for the cost to have the tenants trailer leveled when it was first brought into the park. The landlord testified that the tenants are required to relevel it at times as part of the general maintenance for their own trailers. The landlord testified that she paid \$6000.00 to remove the mud from the rising water under the trailers and that she provided free gravel and vapour barrier to the tenant, which she did not use. The landlord testified that the tenant could apply for an emergency government benefit to assist her but hasn't done so. The landlord testified that she has met her responsibilities and obligations, and the rest is up to the tenant.

Analysis

At the outset of the hearing, the tenant advised that she was only seeking repair to the “sinking ground” under her trailer addressed. The tenant did not formally withdraw or abandon the balance of her application however she did not address, present or provide sufficient evidence for the other items, in any event; I have considered her application in its entirety.

The tenant acknowledged that the landlord provided some gravel and vapour barrier to help her address the unlevel state of her trailer but did not advise of what action or steps she has taken. The tenant did not provide sufficient evidence to show that the landlord was negligent or reckless in her duties that caused the issue with her trailer. The landlord provided evidence that she has incurred considerable cost mitigating and addressing the erosion of the park due to high water levels. Based on the above, and the tenant's inability to provide sufficient evidence to show that she had made requests to address the issue or that the landlord had been reckless or negligent, I dismiss this portion of her application.

As noted above, the tenant focuses solely on the “sinking ground” under her trailer despite being given full opportunity to address all issues in this application. Based on

the tenant remaining silent on the other issues applied for, I dismiss the remainder of her application. The tenant has not been successful in her application.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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

Dated: November 02, 2020

Residential Tenancy Branch