



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, OLC**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to comply with the *Act* pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant attended the hearing and was given the opportunity to make submissions as well as present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The landlord did not appear at the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 98 minutes to allow the landlord the opportunity to call. The teleconference system indicated only the tenant and I had called into the hearing. I confirmed the correct call-in number and participant code for the landlord had been provided.

The tenant provided affirmed testimony that the tenant served the landlord and the corporate landlord separately with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on September 25, 2020 and deemed received by each landlord under section 90 of the *Act* five days later, that is, on September 30, 2020.

The landlord provided the Canada Post Tracking Numbers in support of service. Pursuant to sections 89 and 90, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution on September 30, 2020.

The landlords are referenced in the singular.



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Issue(s) to be Decided

Is the tenant entitled to the relief requested?

Background and Evidence

The parties agreed on the following facts. This periodic tenancy began in August 2014. The monthly rent is \$271.62 payable on the first of each month.

The tenant submits that the manufactured home park is adjacent to a river which has experienced flooding several times over the previous years. The tenant testified that there has been steady erosion of the riverbank and they are concerned that their manufactured home will soon fall into the river or must be moved if measures are not taken by the landlord. The tenant submitted several photographs of the area as evidence of the issue.

The tenant testified that third person agencies were knowledgeable of the issue and may have prepared reports; however, the tenant did not have these documents which were not submitted as evidence.

Analysis

The onus to establish their claim on a balance of probabilities lies with applicant pursuant to Residential Tenancy Rule of Procedure 6.6.

In the present case I am not satisfied based on the testimony and handful of photographs submitted by the tenant that there is an issue as described or that the landlord owes a duty of a care for the issues claimed. I find that photographs of sandbags, river and adjacent property as well as the proximity of a river to be insufficient to establish that there is an issue with the condition of the manufactured home park. I find the evidence to be unpersuasive.

Similarly, I find the tenant's testimony to be a series of subjective complaints and concerns with little cogent details of the specific issues. The tenant made some reference to recommendations made by the municipality or other agencies for upgrades to the park but did not provide a copy of such a report nor did they provide submissions on what they believe the landlord is required to do. The tenant simply testified that they do not want their manufactured home to fall into the water or the site to erode and that the landlord should do something.



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I find that taken as a whole, the tenant has not met their evidentiary burden for any portion of their claim. I am unable to find that there has been a breach of the Act, regulations or tenancy agreement that would either warrant an order of compliance or give rise to a monetary award. I am uncertain what repairs the tenant believes are required or what services or facilities they believe they have been denied.

Consequently, I dismiss the tenant's application in its entirety without leave to reapply.

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 *Manufactured Home Park Tenancy Act*.

Dated: November 8, 2020

Residential Tenancy Branch