



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord provided services and comply with the Act and to recover the filing fee.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issue to be Decided

Should the landlord be ordered to comply with the Act?

Background and Evidence

The tenant testified that purchased their manufacture home. The tenant stated that there is a tree on site that is dangerous and need to be removed or maintained. However, they were told by the landlord that because it is on their site that they are responsible for the tree. The tenant stated they only rent the site and the tree was on site when rent. The tenant stated they are not responsible for cutting the landlord's tree.

The landlord testified that a previous renter planted the tree sometime in the 1960. The landlord stated that they believe it is the tenant's responsibility as technically that tree was sold to them when they purchased the manufactured home.

The landlord testified that they had an arborist on another site, and they indicate the tree was fine.

The tenant responded that when they spoke the arborist they were told that the tree needed to be removed and the cost of removal would be about \$1,800.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Landlord and tenant obligations to repair and maintain

26 (1)A landlord must

- (a)provide and maintain the manufactured home park in a reasonable state of repair, and
- (b)comply with housing, health and safety standards required by law.

Under the Residential Tenancy Branch Policy Guideline 1- Property Maintenance, the landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.

In this case, the tenant rented the site with the tree on the site. The tenant does not own the land. When the landlord allows tenants to plant trees or shrub on the site the landlord is responsible for those trees after the original tenant vacates, unless this is assigned to the new tenant through their tenancy agreement..

It is within the landlord's control to prohibit any changes to the site, without the written consent of the landlord, this would include the planting of trees. This way when any problems arise, such as unwanted trees, it will be dealt with the tenant who at the time rented the site; not a future renter, such in this case the tree has been on the landlord property for decades. Therefore, I find the landlord is responsible to maintain the tree.

In this case, I am not satisfied that the tree was inspected by a qualified arborist. The tree appears to be severely overgrown, and unkept.

Therefore, I find it appropriate to make the following order against the landlord.

I Order the landlord to bring in a qualified arborist and have them inspection the tree and determine if the tree needs to be removed or pruned, within the next thirty day of todays date, January 29, 2021.

I Order the landlord to comply with the recommendation of the Arborist within a reasonable thereafter.

I further Order that the landlord is to provide a copy of the Arborist report to the tenant as soon as it is received.

As the tenant was successful with their application. I authorize the tenant a one-time rent reduction of \$100.00 to recover the cost of the filing fee.

Conclusion

The tenant's application is granted.

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

Dated: January 29, 2021

Residential Tenancy Branch