



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTURY MOBILE HOME PARK  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, RP, RR

### Introduction

On January 27, 2021, the Tenant filed an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (“the *Act*”) to request an order for the Landlord to comply with the *Act*, to request an order for the Landlord to conduct regular repairs to the rental unit, and for a rent reduction for repairs, services or facilities agreed upon but not provided. The matter was set for a conference call.

Both Landlords and the Park Manager (the “Landlord”), the Tenant, the Tenant’s Advocate and Support person (the “Tenant”) attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

The parties testified that they exchanged the documentary evidence that I have before me and were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters – Issues Severed

Due to the limited time scheduled for these proceeding and the amount of evidence and testimony submitted by these parties in relation to the Tenants first issue of an electrical

repair order and rent reduction for that same repair, there was insufficient time to hear the remaining issues included in the Tenant's application.

Both the Tenant and the Landlord agreed that the remaining issues contained in the Tenant's application would be severed from these proceedings and could be heard at a later date if the Tenant wished to apply for another hearing.

Therefore, I am dismissing with leave to reapply the Tenant's claims for an order for the Landlord to comply with the *Act* and for the remaining repair requests and rent reduction request in relation to those other repairs from these proceedings.

I will proceed with this hearing on the sole issues regarding the Tenant's request for an electrical repair and rent reduction for the delay in that repair.

#### Issues to be Decided

- Is the Tenant entitled to an order for regular repairs to the rental unit?
- Is the Tenant entitled to a rent reduction?

#### Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The tenancy agreement recorded that this tenancy began on February 1, 2015, as a month-to-month tenancy. The parties agreed that pad rent in the amount of \$293.00 is due on the first day of each month. A copy of the Tenancy Agreement was submitted into documentary evidence to the Landlord.

The Tenant testified that the electricity had been flickering in their rental unit since sometime in November 2020 and that they had verbally reported the problem to the property manager but that the manager had told them they need to deal with the electrical company themselves to have it fixed. The Tenant testified that the problem was at the hydro pole and not with the connection to their unit and that problems at the hydro pole were the responsibility of the Landlord to repair, not the Tenant.

The Tenant testified that they contacted the Landlord directly on December 5, 2020, regarding the continuing electrical issues but that the Landlord had also told them to contact BC Hydro to have the problem fixed.

The Landlord testified that they did receive the message from the Tenant on December 5, 2020, and that they did contact BC Hydro regarding the problem that same day. The Landlord testified that BC Hydro requested the error message information from the hydrometer, located at the Tenant's rental pad, so they did tell the Tenant to contact BC Hydro with the requested information.

The Landlord testified that they made an appointment with BC Hydro for December 18, 2020 to conduct an inspection to determine the problem, but that BC Hydro had cancelled that appointment, rescheduling for January 8, 2021. The Landlord testified that what they understood of the electrical issue at the pad were that the electrical supply was fluctuating, but not completely off, so they believe they could wait for the BC Hydro appointment in January. The Landlord testified that they did ask their local electrician, that works for them in the park, to keep an eye on the electrical issues at the Tenant's pad during this time.

The Landlord testified that BC Hydro did attend the property on January 8, 2021 and discovered the problem. Repairs started on January 15, 2021, and the final completion of the repairs will be delayed until late spring or summer due to the location of the hydro pole and the need for better weather to affect the final repair.

The Landlord testified that as of January 27, 2021, the Tenant was provided with an interim solution to the electrical problem that is currently providing them with full power.

The Tenant agreed that they currently have a full power supply at their pad but that they are concerned that the Landlord will not follow through and completed the full repair at their pad site. The Tenant testified that they are requesting that the Landlord be ordered to complete the final repairs to the hydro connection located at their pad site and that they be compensated for the period of time that they were without full power.

When asked, the Tenant could not provide the exact date in November that they advised the Landlord's manager there was a hydro connection issue at the rental pad.

When asked, the Landlord's manager was unable to provide the exact date in November that they had been advised there was a hydro connection issue at the rental pad.

Analysis

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

I accept the agreed-upon testimony of these parties that the Tenant reported problems with the hydro connection for this pad in November 2020 and that as of December 5, 2020, the faulty hydro connection had not been repaired.

Additionally, I accept the testimony of both parties that as of January 27, 2020, the Landlord had provided the Tenant with a secondary and temporary hydro connection, that is providing this rental pad with full electrical power.

I also accept that the final repairs to the hydro connection for this rental pad can not be completed until the weather improves and the snow melts around the rental pad.

I order the Landlord to complete the final repairs to the hydro connection for this rental pad no later than June 30, 2021.

Additionally, I award the Tenant a retroactive rent reduction for the period between December 1, 2020, to January 27, 2020, in the amount of \$100, in compensation for the delay in the Landlord providing them at least a temporary solution to the reported electrical problems at the Tenant's rented pad.

Conclusion

I hereby order the Landlord to complete the final repairs to the hydro connection to the rental pad no later than June 30, 2021.

I find for the Tenant pursuant to section 58 of the *Act*, and I grant the Tenant permission to retain \$100.00 from their next month's rent in full satisfaction of the amount awarded in this decision.

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: April 30, 2021

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Residential Tenancy Branch