



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      RP, RR, PSF, OLC, MNDCT, FFT

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for repairs - Section 26;
2. An Order for a rent reduction - Section 58;
3. An Order for the provision of services and facilities - Section 58;
4. An Order for the Landlord’s compliance - Section 55;
5. A Monetary Order for compensation - Section 67; and
6. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Preliminary Matters

The Tenant states that the primary matter is the running water. The Tenant states that the water has been running since April 15, 2021. The Tenant confirms that the claim for repairs and for facilities and services were in relation to the provision of water. The Tenant confirms that these claims have been met and are no longer an issue. The Tenant claims an unknown cost for damage to a planter box and states that the damages have been repaired by the Landlord. As these claims have been met, I dismiss these claims. As the Landlord’s obligations to maintain the site and provide facilities and services continue throughout the tenancy the Tenant remains at liberty to

make any future claims that may arise in relation to repairs and the provision of facilities or services.

Issue(s) to be Decided

Is the Tenant entitled to a rent reduction?

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to an order for the Landlord to comply?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are agreed or undisputed facts: the tenancy under written agreement started on September 1, 2017. Pad rent of \$320.00 is payable on the first day of each month. Tenant NR is not named as a tenant on the tenancy agreement.

The Tenant states that at move-in the water pressure was extremely low but that this was rectified within month. The Tenant states that in November 2019 the water had stopped running and that the Landlord responded promptly to the report of the problem in that month. The Tenant states that the problem arose again in December 2019 with little to no water pressure and that it worsened in January 2020 until May 2020 when the pressure was resolved. The Tenant states that the Landlord was notified of the problem on January 21, 2020. The Tenant states that some days there was no water during the day and that the Tenant could only wash laundry and run the dishwasher at night. The Tenant states that showers at night were impossible as the Tenant had to work so the Tenant used gym facilities in the mornings to shower before work.

The Tenant states that the water stopped again in October and November 2020 and that although the Landlord was informed the Landlord did not respond until November 2020. The Tenant claims a 25% reduction in the value of the tenancy for the period September 2017 to November 2019 in the amount of \$2,160.00 and a 75% reduction for the period December 2019 to May 2020 in the amount of \$1,440.00.

The Tenant states that the water problems arise again in October 2020 and that despite informing the Landlord, no response was received from the Landlord until November 2020.

The Landlord states that the Tenant made no complaints until later 2019 and as the Landlord was not aware of the problem it had no opportunity to make repairs. The Landlord states that for this reason the Landlord should not be responsible for the losses claimed leading up to November 2019.

The Landlord admits that the water issues were particularly bad in December 2019 to May 2020 but that the problem was exacerbated by the Tenant's own water heater. The Landlord states that a plumber inspected the water heater in January 20, 2021 and found that the water heater was old and collecting sediment. The Landlord states that this created gas and flow bubbles. The Landlord states that the Tenant also has a water line connecting the parks water system to the mobile home that is larger than normal and that this also lessens the water intake for the Tenant. The Landlord argues that there is insufficient evidence that the Landlord's actions fell below a standard of care as the issue was resolved in 6 months. The Landlord states that when the Tenant informed them of the problem in late January 2020 the weather was very cold, the ground was frozen and that if they attempted to dig to find a leak during this period there would have been a disruption to the water flow for weeks. The Landlord states that for this reason they waited for the ground to thaw. The Landlord argues that the Tenant has insufficient evidence and that it cannot be determined how much the Tenant's water heater contributed to the problem. As a result, the Landlord argues that any compensation should be restricted to a nominal amount of less than \$300.00.

The Tenant states that it sent texts to the Landlord about the problem in December 8, 2017 and 2018 and then again in September, October, and November 2019 until the

matter was resolved in November 2019. The Tenant states that these texts were provided as evidence.

The Tenant states that it knew nothing of any issue with its water tank until the Landlord's evidence package was received. The Tenant states that the water heater was inspected by a plumber who reported that there were no issues with the heater and that the problem was a major flow issue from the water line. The Tenant provides a copy of this report dated December 17, 2020. The Tenant states that the Landlord never informed the Tenant of any issues with the water line being too large. The Tenant states that the Landlord did not have anyone in the unit to inspect the heater.

The Landlord states that their plumber was in the unit several times during October and November 2020 and was given permission by the Tenant to make the inspection. The Landlord states that the Tenant's plumbing letter is from an office administrator and is not a report from the plumber.

The Tenant states that as a result of the limited water it was unable to cook daily meals and wash the dishes. The Tenant states that they had to go out and haul jugs of water and that this was difficult for the Tenant as the Tenant's spouse was very ill during this period. The Tenant states that the spouse has since passed away. The Tenant states that because of the difficulties in obtaining water needed for meal preparation and clean-up they ordered food to both limit their water usage and to reduce the number of trips made to obtain water. The Tenant claims compensation of \$364.29 and provides receipts.

The Tenant states that after two months without the water they also got a hotel for a night in order for them to have a shower. The Tenant claims \$236.19 for a hotel and meals on November 9, 2020. The Landlord makes no submissions on the claims for meals and hotels.

The Tenant states that as a result of having to carry the water jugs, the Tenant experienced medical problems requiring visits to a chiropractor. The Tenant claims \$200.00. The Tenant confirms that no medical report has been provided. The Landlord argues that the Tenant has failed to provide evidence that the medical problems were as a result of lifting water jugs.

The Tenant claims \$247.10 for associated miscellaneous costs such as mileage. The Landlord makes no submissions on this claim.

The Tenant claims \$136.81 as the cost of a filing fee and service costs related to a previous hearing.

The Tenant claims an unknown amount for the cost of service.

The Tenant confirms that the application sets out a claim for pain and suffering but with no monetary amount set out for that claim.

The Tenant clarifies that its claim for an order for the Landlord's compliance is in relation to communications with the Tenant. The Tenant states that the Landlord does not respond to the Tenant and that the Tenant seeks an order compelling the Landlord to respond. The Tenant confirms that the tenancy agreement provides full contact information for the Landlord.

### Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Section 51(1)(f) provides that if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

There is no dispute that the Tenant is entitled to the provision of water to its site. While I can accept that the Landlord acted reasonably to remedy the water line issue, the Tenant was still left with a loss of water for some months. The Landlord's evidence is that this was a significant problem at the time. While the Landlord's evidence is that the Tenant contributed to the lack of water from the Landlord's water line by virtue of an old water heater and a larger line from the source, I note that the Landlord's letter from the plumber dated January 20, 2021 makes only a general statement about old water heaters and there is nothing in this letter that indicates any inspection of the Tenant's water heater by this plumber or any evidence of the age, other than being "old".

Although the Tenant's letter from its plumbing company dated December 17, 2020 is not signed by the plumber, it is clear that the letter came from the company that would be responsible for the plumbing work and I therefore find this letter to be reliable evidence that nothing was wrong with the Tenant's water heater. If the Tenant's larger water line from the Landlord's delivery source was an issue with water pressure, one would expect that after the lines were repaired, this same issue would still be present. There is no evidence that after the water issue was resolved there was still a problem with the Tenant's larger line. As a result, I find that the Landlord has not substantiated that the Tenant contributed to its own losses by virtue of having a larger water line.

There is no evidence that the Landlord provided the Tenant with an alternate water source pending the completion of repairs, such as the delivery of water jugs or containers to the Tenant to replace the loss of water from the water line. The Landlord did not dispute that the Tenant had to go out on its own during a very difficult time to obtain its own water. I consider that the Tenant acted to mitigate its loss by obtaining its own water source, albeit limited. For these reasons I find that the Tenant has substantiated that the Landlord failed to provide a suitable water source to the Tenant resulting in a loss in the value of the tenancy agreement. Given the Tenant's own evidence that the Landlord responded promptly up until November 2019 to respond to

the water issues, I find that the Tenant is not entitled to compensation for this period. Given the undisputed evidence that the Landlord was not informed until January 21, 2020 of the issue again, I find that the Tenant has substantiated a loss from this period to the end of May 2020, a period of approximately 4 months. As water is essential to the use and occupation of the site and the mobile home, I consider that the Tenant is not seeking an excessive amount in compensation and find that the Tenant is entitled to the compensation sought of a 75% reduction in the rent paid for that period. I calculate this entitlement amount to be **\$960.00** (75% of 320.00 = 240.00; 240.00 x 4 = 960.00)

The Landlord did not dispute that the Tenant had water issues again in October and November 2020 and that this was reported to the Landlord without response until sometime in November 2020. I consider again that as there is no evidence that the Landlord made any effort to replace the water from a different source for this period, I find that the Tenant has substantiated that the Landlord failed to provide water as required under the tenancy agreement. As the Landlord made no submissions on the claim for meals, hotel and miscellaneous costs during this period and given the receipts establishing the costs, I find that the Tenant is entitled to the costs claimed of **\$364.29**, **\$236.19** and **\$247.10**.

As the Tenant did not provide any supporting medical evidence of injury from carrying water jugs, I find that the Tenant has not substantiated its claim for chiropractic costs, and I dismiss this claim.

As the claims for \$136.00 are related to costs from a previous dispute and as this matter would have been dealt with in the decision from this previous dispute, I dismiss this claim.

As nothing in the Act provides for a party to seek compensation for the cost of participating in the proceedings other than recovery of the filing fee, I dismiss the claim

for service costs. As the planter box has been repaired, I dismiss the cost claimed for damages to the box.

Section 13(2)(e) of the Act provides that a tenancy agreement must comply with any requirements prescribed in the regulations and must set out the address for service and telephone number of the landlord or the landlord's agent. Given the undisputed evidence that the tenancy agreement provides contact information for the Landlord I find that the Tenant has not substantiated that the Landlord has failed to comply with the Act. There is no evidence that any term of the tenancy agreement requires the Landlord to respond to the Tenant's communications. There is nothing in the Act that compels a Landlord to respond to a Tenant however it is at the Landlord's own peril if the Landlord fails to respond to communications seeking such things as repairs to the site as this could indicate negligence on the part of the Landlord in meeting its obligations to maintain the site. For these reasons I find that the Tenant has not substantiated an order for compliance, and I dismiss this claim.

Section 52(2)(b) of the Act provides that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. As the Tenant did not provide any monetary amount for the basis of its claim for pain and suffering, I find that the Tenant's application does not include full particulars for this claim. I therefore dismiss this claim with leave to reapply.

As the Tenant has been substantially successful with its claims, I find that the Tenant is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,907.58**. The Tenant may, at the Tenant's option, deduct this amount from future rents payable in full satisfaction of the entitlement. As Tenant NR is not a tenant named under the tenancy agreement, I decline to include this name on the monetary order.



Conclusion

I grant the Tenant an order under Section 60 of the Act for **\$1,907.58**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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

Dated: May 18, 2021

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Residential Tenancy Branch