



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

The tenant seeks an order for emergency repairs pursuant to sections 27 and 55 of the *Manufactured Home Park Tenancy Act* (the “Act”), and, to recover the cost of the application filing fee under section 65 of the Act.

The parties, including various individuals for the landlord, and one witness, attended the hearing on May 13, 2021, which was held by teleconference.

No issues of service were raised by the parties, the parties were affirmed, and Rules 6.10 and 6.11 of the *Rules of Procedure* were addressed.

Issues

1. Is the tenant entitled to an order for emergency repairs?
2. Is the tenant entitled to recover the cost of the filing fee?

Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the specific issues of this dispute, and to explain the decision, is reproduced below.

The tenant’s application includes the following submission (reproduced as written)):

Tenant reported no water to unit Feb. 7, 2021 4:24 pm. Several text and some phone calls requesting water. Tenant submitted Letter to office requesting emergency repairs (as per *Manufactured home park act*). No action has been taken. Tenant offered to cover the costs of the emergency repairs until this issue could be resolved. No action has been taken.

At the hearing, I asked the tenant what it was that he sought. The tenant answered that he would like “the water put back on in my house.” The tenant has been without water for more than three months since February 7, 2021.

The landlord’s representative did not dispute that the tenant’s site is not receiving water. Rather, it was the landlord’s primary argument and submission that the water line broke because of the tenant’s failure to check that a heat tape was working properly. Much of the landlord’s testimony had to do with the scientific fact that cold goes down, not up.

According to the landlord, the heat tape failed to work (due to the tenant’s negligence), the pipe froze, and the water line broke. The landlord testified that they are “willing to fix it [the water line], but he [the tenant] has to pay for it.” Conversely, the tenant disputed that the failure of the heat tape was due to his negligence.

Both parties submitted various evidence to support their respective claims, including the landlord’s submission of park rules which clearly state that tenants are responsible for ensuring a properly working heat tape.

Analysis

The tenant’s application is for an order for emergency repairs. “Emergency repairs” are clearly defined within section 27(1) of the Act:

In this section, "emergency repairs" means repairs that are

(a) urgent,

(b) necessary for the health or safety of anyone or for the preservation or use of property in the manufactured home park, and

(c) made for the purpose of repairing

(i) major leaks in pipes,

(ii) damaged or blocked water or sewer pipes,

(iii) the electrical systems, or

(iv) in prescribed circumstances, the manufactured home site or the manufactured home park.

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

In this dispute, it is clear to me that having water supplied to a manufactured home is indeed urgent. Water is a basic necessity in any living accommodation. That the tenant has somehow managed to reside without a water supply into his home for over three months is rather astonishing. Second, I find that a water supply is necessary for the health of the tenant and for the normal use of the property. Third, the item which needs repairing is, in fact, a “damaged or blocked water or sewer pipe.”

All of which is to say: the landlord is obligated under section 27 of the Act, and for that matter, under [section 26](#) of the Act, to make repairs to the water line, or pipes, which lead to the tenant’s manufactured home.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the tenant has met the onus of proving their claim for an order for emergency repairs.

Therefore, it is my finding and order that, pursuant to section 55(3) of the Act, the landlord must repair the broken water line forthwith, and that the water line must be repaired such that water begins to be supplied to the manufactured home site within 30 days of receiving this decision.

Finally, however, it is not lost on me that the tenant likely bears some responsibility for the breaking of the pipe. It is clear from the evidence that the tenant is responsible for the heat trace, and that he appears not to have completely fulfilled his obligations in that respect. Moreover, that the tenant in fact offered (if for only a brief time) to assist in paying for the repair costs, lends credence to the landlord’s argument that the tenant’s negligence led to the line breaking.

All of which is to say, however, that the landlord remains at liberty to file an application for dispute resolution against the tenant in order to claim for costs related to this repair.

Given the above, in respect of the tenant’s negligence which contributed to the water pipe breakage, I decline to award the tenant compensation for the cost of the filing fee.

Conclusion

The tenant's application is granted.

I hereby order that, pursuant to section 55(3) of the Act, the landlord must, within 30 days of receiving this decision (1) repair the broken water line forthwith, and (2) ensure that water is supplied to the tenant's manufactured home site.

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: May 17, 2021

Residential Tenancy Branch