



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KKBL No 629 VENTURES LTD DBA WILDWOOD
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

On July 16, 2021, the Tenant submitted an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (“the Act”) seeking an order for the Landlord to make repairs to the site.

The matter was set for a conference call hearing. The Tenant and Landlord appeared at the hearing. The Tenant was assisted by an advocate. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form and make submissions to me.

Issue to be Decided

- Is the Landlord required to make repairs to the rental site?

Background and Evidence

The Tenant testified that she owns the manufactured home, and the tenancy began in 1998 and is on a month-to-month basis. Pad rent in the amount of \$777.75 per month is due to be paid to the Landlord by the first day of each month.

The Tenant testified that the ground below the cement pad is a bog and the cement pad is sinking causing her home to start to split down the middle.

The Tenant testified that she first reported the pad issue to the Landlord on June 3, 2019. The Tenant stated that the Landlord responded to her that they would look into the issue.

The Tenant stated that since June 2019 she has had numerous conversations with the Landlord in an attempt to get the Landlord to make the repair to the cement pad. The Tenant provided 12 dates where the parties exchanged emails about the cement pad issue.

The Tenant stated that the Landlord responded on March 23, 2021 providing an explanation for the delay but has not started the repair.

In reply, the Landlord stated that the person originally dealing with the issue is no longer with the company and she is now dealing with the repair issue. She stated that the owner purchased the park in 2017. The Landlord stated that there are other underlying issues that had to be resolved such as a power pole located near the site.

The Landlord stated that they have no problem with having to repairing the cracked pad. She stated that she put a work order in for the repair of the pad in September 2021. She stated that the Landlord is prepared to start the repair of the cement pad next week.

The Landlord stated that she is not sure what will be required to fix/ repair the pad and indicated it may take some time.

The Landlord agreed that a six-week period of time to complete the repair to the pad is reasonable and that if more time is needed the Landlord will provide a detailed report to the Tenant explaining what is being done and the timeline for repairs to be complete.

The Tenant was satisfied with this repair schedule and terms.

The Tenant agreed that any monetary claims for damage to her home caused by the cracked / sinking pad will be discussed with the Landlord first and if the parties cannot come to an agreement the Tenant has the right to file another claim for dispute resolution.

The Landlord stated that she is not sure the Landlord should be held responsible for any damage to the Tenant's home, and she pointed out that at some point the manufactured home had additions added such as a carport and deck that add structural load to the pad.

Analysis

Section 26(1) of the Act, provides that 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.
- (2) A tenant must maintain reasonable health, cleanliness, and sanitary standards throughout the manufactured home site and in common areas.
- (3) A tenant must repair damage to the manufactured home site or common areas that is caused by the actions or neglect of the tenant or a person permitted in the manufactured home park by the tenant.
- (4) A tenant is not required to make repairs for reasonable wear and tear.
- (5) A landlord is not required to maintain or repair improvements made to a manufactured home site by a tenant occupying the site, or the assignee of the tenant, unless the obligation to do so is a term of their tenancy agreement.
- (6) A landlord's obligations under subsection (1) (b) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

I accept the Tenants evidence that the cement pad is located on a bog or wet area and it is settling/ sinking. I find that the deterioration of the cement pad is not caused by actions or neglect of the Tenant and I find it is the Landlord's responsibility to maintain and repair the rental pad.

I find that the Tenant asked for the repair of the cement pad on numerous occasions starting June 2019.

I order the Landlord to begin the repair of the cement pad within one week of the date of this decision. I order that the Landlord have the cement pad repaired within 6 weeks of the date of this decision. If the Landlord is unable to complete the repairs within 6 weeks, the Landlord must provide a detailed report to the Tenant explaining what is being done and the timeline for completion.

The Tenant is at liberty to reapply for dispute resolution seeking a rent reduction or other compensation if the repairs are not made in accordance with this decision, and/ or if there is an unreasonable delay in completing the repairs.

Conclusion

The Tenant's application for the repair of the cement pad under her manufactured home is successful.

The Landlord is ordered to repair the cement home site pad as provided above.

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 04, 2021

Residential Tenancy Branch