



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Chilliwack River Estates Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRT, OLC, FFT

Introduction

The Tenant filed an Application for Dispute Resolution on July 30, 2021 pursuant to s. 52 of the *Manufactured Home Park Tenancy Act* (the “Act”). The matter proceeded by way of a hearing pursuant to s. 67(2) on December 2, 2021.

The Tenant seeks compensation for the cost of emergency repairs they made at the site, and the Application filing fee. They also seek the Landlord’s compliance with the Act, the *Manufactured Home Park Tenancy Regulation*, and/or the tenancy agreement.

Both the Landlord and the Tenant attended the conference call hearing. I explained the process and both parties had the opportunity to present oral testimony during the hearing.

At the outset of the hearing, both parties confirmed they received the prepared documentary evidence of the other.

Issues to be Decided

Is the Tenant entitled to compensation for money they paid for emergency repairs they made during the tenancy?

Is the Landlord obligated to comply with the legislation and/or the tenancy agreement, pursuant to s. 55 of the Act?

Is the Tenant entitled to reimbursement of the Application filing fee, pursuant to s. 72?

Background and Evidence

The tenancy started here on October 11, 2007, as the Tenant indicated on their Application. The current rent amount is \$467.34. The Tenant provided a copy of what they deem the “standard” information given to park tenants. This includes two clauses that set the responsibility for damage, and the care or condition of each space, with the tenant.

The Tenant provided a written chronology and described the nature of their relationship with the Landlord. This goes back to March 2019 where they “had a serious issue with holes dug in the property” the previous September. A contractor had left “numerous 5-foot diameter holes dug in [the Tenant’s] lawn. . . attempting to locate water pipes.” After an initial email to the Landlord, the Tenant received two loads of soil on their property with no actual work done as restoration. Via an advocate, the Tenant followed this initial inquiry with an ultimatum for work completed by April 4, 2021, or action would follow in a dispute resolution process. The Tenant provides this background information to show the pattern of the Landlord’s inaction on issues on the property, being not in compliance with their obligation to maintain safety and housing standards and to make repairs and keep the park in good condition.

In October 2020 a contractor examined the Tenant’s manufactured home site and skirting. This revealed “severe issues with pad cracking and heaving.” As stated by the Tenant, this required emergency repairs due to concerns over falling, and windows and doors not sealing properly. The Tenant provided photos and information from the contractor to the park manager. The Tenant alleges that in their follow-up with the manager, they were treated very discourteously, receiving a “very negative reaction” and the Landlord ending the call abruptly.

To show the general discontent among park residents about the management and their responses to issues or queries, the Tenant provided a signed petition of support from park residents. Additionally, they provided two letters from individual park residents: one mentions the water supply issue and management’s refusal to work on the issue; the other mentions water supply and damaged concrete pads and points out “management’s disregard for upkeep of the park.” In their Application the Tenant relies on these pieces to plead for the Landlord’s compliance with requirements in the *Act*, namely park maintenance to lawful health and safety standards, and keeping the park in good condition.

The contractor visited to inspect the concrete pad and confirmed the Tenant's home was unlevel by 6" at the rear and 4" at the front, slanting inwards in the middle. The contractor provided a repair estimate to the Landlord and their contact information. The Tenant provided this October 19, 2020 that shows the amount of work involved pouring concrete and reinforcing it, and the amount of \$15,225. The copy in the evidence is marked "paid in full."

The Landlord stated their own contractor was unavailable to work on pad repair. Because of the Landlord not providing immediate direction or a firm commitment to complete the work, the Tenant proceeded with work using their own contractor who made the initial inspection and estimate. Work started on October 27, 2020.

On November 12, 2020 the Tenant received an email from the Landlord. This indicates the Landlord did not receive any estimate from the contractor, despite obtaining contact information. The Landlord also informed the Tenant that a solution was provided by the Landlord's own contractor for another unit in the park for less than \$800. The Landlord stated they were prepared to contribute \$800 to the cost of the Tenant's completed work and stated plainly they were not responsible for payment: "You have elected to enter into the contract. . . without my input or involvement and therefore our company takes no responsibility for payment." The Tenant takes issue with the accuracy of detail in this letter from the Landlord, stating at the time the Landlord visited to assess the work, that contractor had not actually started work. The Tenant also provided a response from their contractor who stated that \$800 would not even cover the cost of materials.

The Tenant in their submissions reiterated the non-responsiveness of the Landlord to the Tenant's requests, as well as in their attempts to resolve the matter. The Landlord submitted they provided an email to the Tenant's contractor; however, that email provided by the Landlord to the Tenant contains no header/footer and is not the correct contractor email address. The Tenant tried to resolve the matter in the BC Small Claims Court, but at the initial settlement conference the judge deferred the matter to the Residential Tenancy Branch. The Tenant's initial filing in this matter omitted the monetary portion of their claim and this current Application is thus their second attempt.

The Tenant reiterated their legal position in this hearing: this was an emergency repair due to the present health and safety hazard. They made four attempts to discuss this with the Landlord and asked for action from the Landlord. There was a reasonable amount of time, and the Landlord could take over the repair at any time. The Landlord made it clear to the Tenant that they knew repairs were underway and could have taken

over, yet they chose not to. The Tenant had no other choice but to proceed with repairs.

The Landlord called a witness in the hearing; this individual specializes in the work necessary to be completed at the Tenant's rental pad. This witness inspected the exact location to evaluate the work on November 6, to speak to what is typical of a necessary repair and stated how what was done differs from the norm. Here it was "excessive and over cost" based on their comparison of the work done and the invoice provided. Their testimony in the hearing consisted of technical details in describing the site. Their estimate, based on a common fix of using more pillars to help the situation, was \$2,500 for this kind of job. They also added that there should have been building permits and an inspection by the regional district. They also added that "most of the time. . . the level of the homes is up to the homeowner, it's their responsibility."

In their documentary evidence, the Landlord provided three separate invoices showing what they submit is similar work completed on other units. The cost on each of these invoices is well under what the Tenant paid for their contract work here, with \$800 being the upper limit in those receipts.

Analysis

The Landlord is responsible for maintaining manufactured home sites and parks to a standard that meets health, safety, and housing standards, making them suitable for occupation.

The Tenant here applies for compensation due to emergency repairs they paid for, where they allege the Landlord failed to respond or act accordingly to complete these repairs as required.

The *Act* s. 27 sets out a definition for "emergency repairs". These are urgent, necessary for health or safety, and made for specific issues. These are: major leaks in pipes; damaged/blocked water or sewer pipes; or electrical systems. There are no prescribed circumstances set out in the *Manufactured Home Park Tenancy Regulation* governing any other repairs to a manufactured home site or a park.

Reimbursement from a landlord to a tenancy may be granted, except where a tenant made repairs before they were needed (as a condition in s. 27(3)), or the amounts represent more than a reasonable cost for repairs.

The Tenant here enlisted the contractor and paid in full for repairs to the manufactured home site. I find these are not “emergency repairs” as set out above, being not related to any of the purposes listed. Moreover, I am not satisfied the repairs needed were of an urgent nature or necessary for the health or safety of the Tenant here.

From this, I find the Tenant is not eligible for reimbursement where the condition of s. 27(6)(a) applies. The Tenant made repairs in a situation that was not an emergency. Though the Tenant attempted to show a pattern of Landlord inaction on maintenance or repairs in the park, I find that does not create a situation of emergency in this fact pattern. The need for repairs was not hastened by communication difficulties or non-committal from the Landlord.

I find this was not an emergency repairs situation; therefore, a positive duty for the Landlord to take over completion of the repairs was not in place.

The Landlord's obligations are clearly set out in s. 26, in a non-emergency situation. The remedy available to the Tenant, prior to incurring costs on their own, was to apply for a dispute resolution order for repairs. Given their mention of the other situation from March 2019 and their ultimatum to the Landlord where they invoked the dispute resolution process, it is not known why they did not make the same request or choose to enforce their rights via dispute resolution here. Because of this, the Tenant has not mitigated their loss in line with s. 7(2) where this is expected in a claim for compensation.

From this application of the relevant sections of the *Act* governing emergency repairs, I make no award for compensation from the Landlord to the Tenant.

The Tenant applied for an order that the Landlord comply with the legislation and/or tenancy agreement. The Application refers to the Landlord's responsibility to “make sure the park is maintained according to health, safety and housing standards established by law.” Also, to: “make repairs and keep the park in good condition.” This was in reference to the Landlord's pattern of not responding to individual tenant claims. There were two other letters, and a petition signed by a larger number of other park residents. I dismiss this portion of the Tenant's claim. Mainly, they did not refer to any other matters of park non-repair specifically related to their own tenancy. Further, other matters concerning other park residents are not the subject of this hearing. I understand the Tenant here provided this evidence on this ground to show the Landlord's lack of response on repairs and general upkeep; however, my overriding

finding is that this was not a situation of emergency repairs necessitating immediate action from the Landlord.

For the reasons above, I dismiss the Tenant's Application for compensation and the Landlord's compliance. Because they were not successful in their Application, I make no award for reimbursement of the Application filing fee.

Conclusion

For the reasons outlined above, I dismiss the Tenant's Application of July 30, 2021, without leave to reapply.

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

Dated: December 30, 2021

Residential Tenancy Branch