



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OL, ORL, FFL

### Introduction

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

1. An Order for the Tenant’s compliance - Section 55; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity to be heard, to present evidence and to make submissions. The Landlords gave testimony under oath. The Parties confirmed the exchange and receipt of their evidence packages. The Parties confirmed that no recording devices were being used. Legal Counsel submits that the Tenant is unable to attend the hearing given a conflict with a cancer appointment. Legal Counsel does not seek an adjournment.

### Issue(s) to be Decided

Is the Landlord entitled to an order for compliance?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The Landlord states that they are seeking an order for the Tenant to comply as follows:

- Clean up the site by pruning the bushes and removing dog feces;

- make repairs to the home and shed siding, remove or complete the deck, repair the fence, and remove a shelter that was put in place without the permission of the Landlord;
- removed all uninsured vehicles except for the allowance under the Rules for two insured vehicles.

The Landlord states that the Tenant has not been in compliance with the maintenance of the site for several years. The Landlord states that the Tenant was sent a letter dated October 27, 2021 detailing the repairs required and seeking a plan from the Tenant for those repairs by November 3, 2021, extended to November 19, 2021. The Landlord states that nothing has been done by the Tenant.

The Tenant's Legal Counsel states that the Landlord refused to communicate with them about efforts to resolve the dispute as the Landlord's main objective is for the Tenant to leave the park. Legal Counsel submits that the Tenant agrees to provide a written plan to address the Landlord's requirements, setting out dates for completion with final completion by June 30, 2022. Legal Counsel submits that this time would allow for the weather to improve for an annual spring clean up of the site. The Landlord does not agree to this time frame as the Tenant has had significant time to remedy the problems.

Legal Counsel argues that the Landlord should not be entitled to recovery of the filing fee given the Landlord's refusal to communicate with the Tenant and their Legal Counsel in relation to resolving the dispute in advance of the hearing.

### Analysis

Section 26 of the Act provides, inter alia, that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas and that 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. Section 55(3) of the Act provides that the director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement.

Given the undisputed evidence that the Tenant has failed to maintain the site or make repairs I find that the Landlord is entitled to an order for the Tenant to comply. Given the time of the year and as the Landlord originally sought a plan for the maintenance and repair within a month of their request, I consider that the Tenant's agreement to correct the problems by no later than June 30, 2022 is reasonable.

I therefore order the Tenant to complete the following tasks by no later than June 30, 2022:

- Clean up the site by pruning the bushes and removing dog feces;
- Make repairs to the home and shed siding, remove or complete the deck, repair the fence, and remove a shelter that was put in place without the permission of the Landlord;
- Remove all uninsured vehicles allowing only two insured vehicles to remain as provided in the Rules.

Given the undisputed evidence that the Landlord did not communicate with the Tenant or the Tenant's Legal Counsel about the claim for compliance in the application, and as such communication would be preferred for matters of expediency and efficiency, I decline to award the Landlord with recovery of the filing fee, and I dismiss that claim.

### Conclusion

The Tenant is ordered to complete the tasks set out above by no later than June 30, 2022.

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: March 29, 2022

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Residential Tenancy Branch