



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pleasant Valley Mobile Home Park Ltd, Remax Penticton Realty and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

This hearing dealt with the tenant's application pursuant to section 26 of the *Manufactured Home Park Tenancy Act* (the "Act") for an order for repairs.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlords were represented by their agent (the "landlord").

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

At the conclusion of the hearing the tenant requested to amend their claim and add a monetary component. Pursuant to section 64(3)(c) of the *Act* and Rule 4.2 of the Rules of Procedure as adding a new claim that was not included in the application for dispute resolution is unduly prejudicial to the respondent, I decline to amend the present application to include a claim for recovery of monetary fees or losses.

Issue(s) to be Decided

Should the landlord be ordered to make repairs to the rental site?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The parties agree on the following facts. The tenant has been residing in the park since 2002. The tenant currently pays a monthly rent of \$626.00 payable on the first of each month. The park consists of 64 sites.

The tenant submits that the driveway for their site and the common roads of the park are in need of immediate repairs due to loss of asphalt and multiple cracks and depressions throughout. The parties agree that the tenant has made requests for work to be performed for a number of years. Copies of the correspondence between the parties was submitted into evidence. The tenant says that the landlord has given vague indications that the work will be done but have not provided fixed schedules delineating the scope of the work.

The landlord takes the position that the nature of the repairs requested are not urgent or necessary for the health and safety of the occupants of the park. The landlord submits that the park is in a reasonable state of repair, meeting health and safety standards. The sole requests for repairs they have received are from the tenant. The landlord submits that they are currently planning for electrical upgrades to the park requiring some of the roadways to be dug up and repaved. The landlord says that they are checking the availability of third-party contractors to perform the electrical work and expect the repaving to commence after that phase is completed, sometime in the autumn of 2022.

Analysis

Pursuant to section 26(1) of the Act, 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.

Based on the photographic evidence of the parties I find that the tenant's driveway and common area roads of the manufactured home park, while containing some cracks

appears to be usable and in no worse a condition than what would reasonably be expected in any road. I find the tenant's characterization of the roads and the park to be dilapidated to be an exaggeration.

I accept the evidence of the landlord that they only requests they have received for repairs or upgrades have been from the tenant. While the tenant has made numerous requests demanding immediate work, I find that the volume of requests from a singular tenant is insufficient evidence as to the underlying requirement that the repairs and maintenance are necessary.

I find that the landlord has met their obligations under the *Act* to maintain and repair the park in a reasonable state of repair that complies with the housing, health and safety standards required by law. I find that the present requests by the tenant go beyond what is reasonably required of the landlord and it is open to the landlord to determine how to address these requests.

I find no breach of the *Act*, regulations or tenancy agreement giving rise to an order for repairs. Consequently, I dismiss the tenant's application.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: March 14, 2022

Residential Tenancy Branch