



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Rimcher Investments Ltd. and  
[tenant name suppressed to protect privacy]

Dispute Codes

OLC, FFT

**DECISION**

## Introduction

Pursuant to section 51 of the *Manufactured Home Park Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. The Tenant applied on December 8, 2021 for:

- an order for the Landlord to comply with the Act, regulation, and/or tenancy agreement; and
- the filing fee.

Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Tenant testified she served her Notice of Dispute Resolution Proceeding and evidence on the Landlord by registered mail on December 9, 2021, which the Landlord confirmed they received. I find the Tenant served the Landlord in accordance with section 82 of the Act.

The Landlord testified their responsive evidence was served on the Tenant by registered mail on February 23, 2022, and the Tenant confirmed she received it. I find the Landlord served the Tenant in accordance with section 81 of the Act.

## Issues to be Decided

- 1) Is the Tenant entitled to an order for the Landlord to comply with the Act, regulation, and/or the tenancy agreement?
- 2) Is the Tenant entitled to the filing fee?

### Background and Evidence

Those present agreed on the following particulars of the tenancy. It began May 1, 2014, rent is \$391.67, and it is due on the first of the month.

The Tenant testified that she wants the Landlord to comply with the following:

- 1) the Act's requirement that the landlord must repair and maintain a manufactured home park. The Tenant specifically wants the Landlord to:
  - a. maintain the roads;
  - b. control the road dust;
  - c. sand the roads when they are icy; and
  - d. maintain empty lot #10.
- 2) park rule #8, with respect to the maintenance of empty lot #10.

The Tenant testified that there are 24 units in the mobile home park, and three empty lots. The Tenant testified that she sent a registered letter five years ago outlining her concerns, but the park did not respond.

The Landlord testified that the Tenant had asked for the contact information for the people in the park, so she could "get a committee going," and that the Landlord informed the Tenant they could not give out that information. The Tenant rebutted she did not ask the Landlord for tenants' names and telephone numbers.

Regarding road maintenance, the Tenant testified that the roads in the park are "in terrible shape," have potholes, are rutted, and can become very muddy. The Tenant testified that when the weather is dry, there is two to three inches of dust on the roads. The Tenant testified that the park roads have not been graded in eight years.

The Tenant testified that the potholes have not been filled since September 2021. The Tenant testified that the Landlord filled the potholes with gravel, but that this remedied the potholes for only about two weeks, as the gravel shifts over time.

The Landlord testified that the potholes are filled in on an as-needed basis, and depending on the weather, they could need to be filled in daily.

The Tenant submitted that the road needs to be graded, and suggested that following that, the application of three-quarter inch road crush would help with potholes and drainage.

The Tenant testified that for eight years the Landlord said they will not do anything about the roads until a sewer is put into the area. The Tenant testified that she has checked with the city, who said there will be no sewer going into the area for years to come.

The Landlord testified that there is a lot of extra traffic on the park roads as many homeowners from outside the park pick up their mail from boxes located within the park.

Regarding road dust control, the Tenant testified that four or five years ago she telephoned the Landlord about the dust problem, as her furnace had shut down twice due to the dust, but nothing was done. The Tenant testified that last summer she emailed the Landlord about the dust issue, but again nothing was done.

The Tenant submitted she would like the Landlord to apply dust control a few times a year, without the tenants having to ask.

The Landlord testified that dust control is done at least once a year.

Regarding the ice on the roads in winter, the Tenant testified that some years the roads in the park become a sheet of ice, and that in the past a senior fell on the ice and broke their arm. The Tenant submitted that this year the Landlord put sand down after the Tenant contacted them about it.

The Landlord testified that when there is lots of snow melt during the day, at night it freezes, and the Landlord requests sanding as needed. The Landlord testified they had no record of anyone falling on the ice and being injured.

Regarding empty lot #10, the Tenant testified that it is beside her lot, and is not being maintained in accordance with the requirements the Act, and park rule #8.

A copy of the 2021 mobile home park rules and regulations was submitted as evidence. Park rule #8, states:

Your yard is your responsibility. Your yard must be kept neat and clean of all unnecessary debris. Lawns should be mowed and weeds kept down on a regular base [sic]. Leaves raked trees [sic] trimmed and removed from park. DO NOT put on the vacant lots. You are responsible for your yard and anything that it is your yard [sic] unless it is an older tree and it is a dangerous tree.

The Tenant testified that when she moved in, the Landlord's son said he would clean up the weeds and debris in the empty lot, sod it, and keep the weeds cut down on the whole lot on a regular basis. The Tenant testified that invasive and poisonous weeds are allowed to grow up to six feet tall in lot #10. The Tenant testified that the lot has been sprayed once and cut twice in eight years.

The Tenant testified that in the empty lot there is also a truckload of woodchips, wood panels, plywood, fencing, and dried weeds. The Tenant testified that these items pose a fire hazard, and attract rats. The Tenant testified that two residents have found rats in or near their homes.

The Landlord testified she has never seen a rat in the park.

The Tenant testified that in 2020 she emailed the Landlord about her concerns with the empty lot, but did not receive a response.

The Landlord testified that they keep the empty lot as clear as they can with the equipment they have. The Landlord testified he cuts a seven-foot swath beside the Tenant's site on a regular basis, the frequency depending on the weather; in spring it might be done every week, and in summer it is done as soon as the grass gets long.

The Tenant also submitted as evidence a copy of her application, and a copy of her proof of service. A copy of the tenancy agreement was not submitted as evidence.

### Analysis

Section 55(3) of the Act [*Director's authority respecting dispute resolution proceedings*] allows an arbitrator to make any order necessary to give effect to the rights, obligations and prohibitions under the Act, including an order that a landlord or tenant comply with the Act, the regulations, or a tenancy agreement.

The Tenant has applied for an order for the Landlord to comply with the Act, regulation, and/or tenancy agreement.

Park rule #8 is not part of the Act or its regulation, and the Tenant has not submitted as evidence a copy of the tenancy agreement. Therefore, I will not be considering the Landlord's compliance with park rule #8 in my decision.

Residential Tenancy Branch Rule 6.6 states that the onus to prove their case is on the person making the claim. In this case, that is the Tenant.

The Tenant has indicated in her application and testimony that she wants the Landlord to comply with section 26 of the Act, which requires a Landlord to repair and maintain a manufactured home park.

The Tenant has provided affirmed testimony that the Landlord is not maintaining the park roads and the empty lot beside her to her satisfaction. I find the Tenant's description of some of the issues of her claim to be generalized and lacking detail, such as her description of the roads' potholes and ruts. Most dirt roads have some potholes and ruts, but the degree to which will determine whether road maintenance might be considered reasonable or not.

The Landlord has provided affirmed testimony describing the maintenance work that is done on the park roads and the empty lot beside the Tenant.

I find the Tenant has submitted insufficient evidence to support her claim; she has not called witnesses, or submitted supporting documentary evidence to tip the balance in her favour, such as photos, or written submissions from other tenants.

Based on the evidence before me, I find, on a balance of probabilities, that the Tenant has failed to prove that the Landlord is not maintaining the manufactured home park in accordance with section 26 of the Act.

Therefore, I find that the Tenant is not entitled to an order for the Landlord to comply with the Act, regulation, or tenancy agreement.

As the Tenant is unsuccessful in her application, I decline to award her the filing fee.

### Conclusion

The Tenant's application is dismissed.

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 28, 2022

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Residential Tenancy Branch