



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on April 21, 2022. The Tenant applied for an order that the Landlord make repairs to the unit, or home site, pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*).

Both parties attended the hearings and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The Landlord confirmed receipt of the Tenant's application and evidence, and did not submit any documentary evidence of her own. No service issues were raised.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to an order requiring the Landlord to make repairs to the home site?

Background and Evidence

The Tenant rents a home site, within a manufactured home park, and she filed this application because she is concerned about tree branches growing too close to the powerlines running to her home site. The Tenant stated that there are also other areas

in the home park where trees are growing close to powerlines. The Tenant stated that BC Hydro has a policy where tree branches should not be within 3 meters, or 10 feet, of a powerline which they manage and control. The Tenant stated that BC Hydro was unable to deal with this particular tree issue because these powerlines are on private property, and as a result, they are not BC Hydro's responsibility. The Tenant also stated that she contacted the City of Coquitlam Fire Prevention Office, but they took no action. The Tenant also stated that Technical Safety BC was also contacted but they said they do not have the authority to deal with the tree issues.

The Tenant pointed to the policy guideline #1, to point out that major tree pruning is the responsibility of the Landlord, not the Tenant.

The Tenant stated that she emailed the Landlord last August 2021, informing them about the issue with the trees encroaching the powerlines, and she never heard back. The Tenant stated that she took a couple photos (provided into evidence), to show the issue with the trees near her house. The Tenant stated that she sent another email to the Landlord in September 2021, and never heard back. The Tenant stated that she contacted 3 tree pruning companies for information on the trees, and 2 of the 3 would not provide anything in writing. One of the companies provided a quote and in the quote it says that if branches "arc on powerlines it will cause a fire."

The Landlord stated that they have been trying to get a company to come and do the tree work for 6 months, and it has been difficult getting someone to come, give a quote, and follow up with a workplan/timeline. The Landlord stated that they are trying to get a quote done for all the tree work in the home park. The Landlord stated she has contacted 3 companies. The first of which was back in October 2021, and she stated they did not follow up with her, and she hasn't heard back, despite her attempts to get them to follow up. The Landlord stated that she contacted another company, who never got back to her, and 2 weeks ago, she finally got a hold of a different tree company who is willing to come and provide a quote for all the work that needs to be done.

The Landlord stated she has no control over when they will actually show up, and she is trying to get someone to come. The Landlord stated that the Tenant is exaggerating the issue with the powerlines, and the trees, because the high voltage power only runs through the uppermost line on the power poles, and the lower lines, which are closer the branches, are not a hazard. In any event, the Landlord does not feel there is urgency, but she is taking steps to do some pruning in the near future.

Analysis

A party that makes an application against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Tenant to demonstrate that an order for repairs is warranted, pursuant to section 26 of the Act:

26 (1)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.*

The *Manufacture Home Park Tenancy Act Regulation – Schedule: Repairs* provides further instruction to the Landlord as follows:

(1) Landlord's obligations

- (a) The landlord must provide and maintain the manufactured home park in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.*
- (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an order of the director under the *Manufactured Home Park Tenancy Act* for the completion and costs of the repair.*
- (c) The landlord is not required to maintain or repair improvements made to the manufactured home site by a tenant occupying the site, or the assign of the tenant, unless the obligation to do so is a term of this tenancy agreement.*

I note Policy Guideline #1 specifies that the Landlord is responsible for major tree pruning on the property, generally. However, I also note the Tenant bears the onus to prove that the Landlord has failed to comply with the above noted portion of the Act and the Regulations. I note the Tenant pointed to a BC Hydro policy regarding trees/branches needing to be at least 10 feet from powerlines. However, I note the Tenant has not provided a copy of this policy. Further, the Tenant stated that BC Hydro's own policy is only for powerlines under their control. The Tenant acknowledged

that these powerlines are not under BC Hydro's control, and are the responsibility of the Landlord. Overall, I find there is insufficient evidence that this policy exists, without further documentation, and furthermore, even if the policy does exist, that it is applicable to powerlines on private property. I have considered the quote provided by the Tenant, from one of the tree companies. However, I find the general statement about the fact that if branches arc on powerlines it can cause a fire, is too generalized to be helpful in determining the merits of this case. It does not speak to any specific, observed, dangers or hazards, such that I could be satisfied there is a breach of section 26 of the Act.

Furthermore, I note the Tenant has provided a few photos of trees growing near powerlines. However, I do not find they are sufficiently clear, given their angle, as to which lines are being encroached upon, and how far away the branches are.

Overall, I am not satisfied there is sufficient evidence of a hazard, or that the landlord has failed to maintain the home site in accordance with section 26 of the Act. I note the Landlord is not opposed to the pruning of trees, generally, and appears to be working towards getting a company to come to do the work at some point in the near future. The Landlord stated they have a company actively engaged with them at the present time, but are awaiting a site visit. Overall, I decline to make any order for repairs at this time. The Tenant's application is dismissed, in full, without leave.

As the Tenant was not successful with her application, I decline to award the recovery of the filing fee.

Conclusion

The Tenant's application for repairs, is dismissed, without leave.

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: April 21, 2022

Residential Tenancy Branch