



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNRT, FFT

Introduction

The Tenant filed an Application for Dispute Resolution on February 9, 2022 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 May 3, 2022.

On their Application, the Tenant indicated they seek the following relief:

- compensation for monetary loss or other money owed
- compensation for the cost of emergency repairs they made during the tenancy
- reimbursement of the Application filing fee.

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

The Tenant provided evidence they served their prepared evidence to the Landlord via registered mail and the Landlord confirmed receipt of the same. The Landlord did not prepare documents as evidence for this hearing. Upon hearing this confirmation, I proceeded with the hearing at the scheduled date and time with the parties present.

Preliminary Matter – scope of issues

I find the Tenant completed the Application by indicating two different issues; however, they relate to the same single claim for compensation. This concerns emergency repairs they paid for. On this basis, I amend the Tenant’s Application to exclude the consideration of monetary loss or other money owed.

Issue(s) to be Decided

- Is the Tenant entitled to compensation for emergency repairs they made, pursuant to s. 33 of the *Act*?
- Is the Tenant entitled to reimbursement of the Application filing fee, pursuant to s.72?

Background and Evidence

The Tenant did not provide details about the tenancy agreement on their Application; however, the parties spoke to this in the hearing. The Tenant stated they pay \$274 per month for rent. The Landlord confirmed it is a month-to-month arrangement. The Landlord also clarified that if repairs are needed or “if anything comes up” they ask that a tenant call the Landlord so they can call for repairs or other services. The Landlord also clarified that if a tenant has problems with their own unit, that is their own responsibility, not that of the Landlord.

In the hearing, the Tenant provided details on the single event of December 7 for which they required an electrician to make an emergency repair at their manufactured home site. According to the Tenant, they called the Landlord and the Landlord stated they would call an electrician because of the power outage in the rental unit. After a while, a second call came from their acquaintance to the Landlord; that person left a voicemail with the Landlord.

In their written account, the Tenant set out that they notified the Landlord of their power outage, and the Landlord then informed the Tenant they would contact an electrician. The Tenant’s acquaintance then contacted the Landlord “and got no answer” and then left a message. This was on a very cold day with temperature at “-20 outside.”

The electrician called attended the hearing as a witness. They provided details on the nature of the outage, and its source, which was the “site meter stack” in the manufactured home park. This was the same description that appeared in that electrician’s letter dated December 20, 2021.

That electrician provided an invoice to the Tenant on the date of their visit to the Manufactured Home Park on December 7, 2021. The amount of \$473.76 for the visit was invoiced to the Tenant. Additionally, they charged \$77.27 for the Tenant’s thermostat damaged due to the power loss. This is the sum total of the Tenant’s claim for \$551.03.

In the hearing the Tenant described taking the invoices to the Landlord approximately one month later for reimbursement; however, the Landlord refused to accept them. Their written account details the Landlord's initial statement that they would meet with the Tenant to discuss the matter, then the Tenant's attempt at delivery of the invoices with the electrician's explanation to the Landlord which came to naught.

In the hearing, the Landlord explained their recollection of the day and their position on the issue. They maintained the Tenant did not call them upfront about the issue, and there was no message left. They were not aware about the issue until the electrician was on site dealing with the issue. They were initially clear when meeting the Tenant for the first time that there was a specific point of contact for such emergencies. Additionally, they live on the Manufactured Home Park property, so there was really no reason why the Tenant could not visit directly at the time of the issue and request an electrician.

After the hearing concluded, on my request the Tenant provided a record of their outgoing calls on the day of the emergency. On this record, they highlighted their call to the Landlord at 11:03am. The Landlord stated they had no objection to the Tenant's provision of this record after the hearing, and noted that a list of calls would not show whether the Tenant or their acquaintance provided a voicemail to the Landlord.

Analysis

A Tenant's reimbursement for emergency repairs is provided for in s. 27 of the *Act*:

(1) In this section, "**emergency repairs**" means repairs that are

- (a) urgent,
- (b) necessary for the health or safety of anyone or for the preservation or use of property in the manufactured home park, and
- (c) made for the purpose of repairing
 - (i) major leaks in pipes,
 - (ii) damaged or blocked water or sewer pipes,
 - (iii) the electrical systems, or
 - (iv) in prescribed circumstances, the manufactured home site or the manufactured home park.

(2)The landlord must post and maintain in a conspicuous place in the manufactured home park, or give to a tenant in writing, the name and telephone number of a person the tenant is to contact for emergency repairs.

(3)A tenant may have emergency repairs made only when all of the following conditions are met:

- (a)emergency repairs are needed;
- (b)the tenant has made at least 2 attempts to telephone, at the number provided, the person identified by the landlord as the person to contact for emergency repairs;
- (c)following those attempts, the tenant has given the landlord reasonable time to make the repairs.

(4)A landlord may take over completion of an emergency repair at any time.

(5)A landlord must reimburse a tenant for amounts paid for emergency repairs if the tenant

- (a)claims reimbursement for those amounts from the landlord, and
- (b)gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

(6)Subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:

- (a)the tenant made the repairs before one or more of the conditions in subsection (3) were met;
- (b)the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b);
- (c)the amounts represent more than a reasonable cost for the repairs;
- (d)the emergency repairs are for damage caused primarily by the actions or neglect of the tenant or a person permitted in the manufactured home park by the tenant.

(7)If a landlord does not reimburse a tenant as required under subsection (5), the tenant may deduct the amount from rent or otherwise recover the amount.

I find as fact that the Tenant made two attempts to contact the Landlord by telephone. Their first attempt was direct contact with the Landlord; however, there appeared to be no immediate result despite the communication taking place. The second contact was through their acquaintance who made that call on their behalf. Whether that individual left a voicemail or not is immaterial. The only requirement to be satisfied of was that there was a second attempt. I

find as fact that there was a second attempt to contact the Landlord in this emergency situation.

Following this, I find a reasonable amount of time passed before the electrician attended to make the needed repair. This was a day marked by -20 degree weather, adding urgency to the situation.

I also find the Tenant claimed reimbursement, providing a written account of the repairs with a receipt. The Landlord has withheld payment to the Tenant for an unjustified reason that runs counter to the *Act*. Therefore, I order the Landlord must reimburse the Tenant in full for this emergency repair. This includes the damage to the Tenant's own thermostat because this was from power loss not caused by any fault of the Tenant.

By s. 65(2) of the *Act*, I authorize the Tenant to withhold the full amount of \$551.03 from future rent payments as recompense to them for the expense. Because they were successful in this Application, by s. 65(1) I also authorize the Tenant to withhold the Application filing fee amount of \$100 from one future rent payment.

Conclusion

I authorize the Tenant to withhold the total amount of \$651.03 from future rent payments.

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: May 20, 2022

Residential Tenancy Branch