



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

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DECISION

Dispute Codes: ERP FFT

Introduction

The tenants sought an order for emergency repairs pursuant to sections 27(1) and 55(3) of the *Manufactured Home Park Tenancy Act* (the “Act”). The tenants also sought to recover the cost of the application filing fee under section 65 of the Act.

Preliminary Issue: What Constitutes “Emergency Repairs”

In order to obtain an order for a landlord to make emergency repairs the circumstances must meet the legislative requirements for “emergency repairs.” Section 27(1)(a) through (c) of the Act specifies that the repairs are “emergency repairs” if they 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, [. . .]

Based on the tenant’s testimony and taking into consideration the particulars of the application, namely, that the landlord “has turned my water to a trickle” such that the tenants are unable to use the toilet or shower, it is my finding that there are no damaged or blocked water pipes. The water supply appears to be provided through a garden hose. And from what the tenant explained there is in fact a supply of water, albeit insufficient for domestic purposes. There is also an issue with the quality of the water.

Therefore, it is my conclusion that the tenants’ application does not meet the requirements that give rise to an order for emergency repairs. Their application must be dismissed.

As an aside, it is not lost on me that the landlord-tenant relationship is fraught with hostility and vitriol. Both the conduct of the parties during the hearing and the documentary evidence submitted by both paints a picture of an incredibly unhealthy tenancy. The parties are encouraged to take the necessary steps to fix (if this is even possible) the relationship, or, that they find a mutually beneficial solution to ending the tenancy.

In the meantime, the parties' attention is drawn to section 26 of the Act regarding their respective obligations and rights during a tenancy.

Last, the parties should also be aware that the type of tenancy that is in place, where an RV is sitting on a plot of land, might not fall under the jurisdiction of the Act and the Residential Tenancy Branch. While I make no findings regarding jurisdiction the parties should nevertheless bear this in mind should either party file an application.

Conclusion

The application is dismissed without leave to reapply.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: February 15, 2023

Residential Tenancy Branch