



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNR, MNDC, OPR, MNR, FF

Introduction

This was a cross-Application hearing.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matter

As the landlord name differed on each of the Applications, both forms of the name were included.

During the hearing the tenant was provided with multiple requests to cease speaking, in order to allow the dispute resolution officer to maintain control over the hearing and to focus on relevant facts. The tenant was given ample opportunity to be heard; however, attempts had to be consistently made to have the tenant focus on issues relevant to the Applications before me and to allow me to question the tenant.

The tenant's evidence referenced my decision issued on May 5, 2009; a copy of this decision was obtained and considered during this hearing, with sections read aloud during this hearing, for the landlord's benefit.

Two pages of evidence submitted by the tenant were not served to the landlord; the tenant was at liberty to provide oral testimony in relation to those notes.

Issue(s) to be Decided

Should the Notice ending tenancy for unpaid rent be cancelled?

Is the landlord entitled to an Order of possession for unpaid rent?

Is the tenant entitled to compensation in the sum of \$3,600.00 for damage or loss under the Act?

Must the landlord be Ordered to comply with the Act and a previous decision issued?

Is either party entitled to filing fee costs?

Background and Evidence

The tenancy commenced in October 2007. On May 5, 2009, I issued a decision in relation to the tenant's Application requesting the landlord comply with the Act, that the tenant's receive compensation for damage or loss, that the landlord make repairs and that the tenants be allowed to make repairs.

In May 2009 the parties had reached a mutual agreement allowing the tenants to pay back rent owed, which would reinstate the tenancy and provide the tenants with use of a neighbouring pad site for storage of their RV. The tenants were provided with compensation in the sum of \$265.00; the equivalent of one month's pad site rental, in recognition of repairs they made to the water service box. The landlord was also ordered to assume the cost of running a light in the water service box, at no cost to the tenants. No further Orders were issued in the May 5, 2009, decision.

Mutually Settled Agreement – Notice Ending Tenancy

The tenant supplied copies of rent payment receipts indicating payments made from May 2009, to March 2010. Rent payments in the sum of \$300.00 were made until July, 2009, inclusive, at which point the tenant commenced paying \$350.00 per month. The parties agreed that the tenant has paid \$10.00 of rent owed for April, 2010, and that no further rent has been paid. The tenant submitted that the landlord's agents refused to accept her cash and to issue a receipt for rent paid in March. On August 11 2010, the tenant received a receipt for the March payment made in the sum of \$360.00.

After an extended conversation in relation to rent owed, the parties reached a settled mutual agreement in relation to the tenancy, the Notice ending tenancy for unpaid rent issued on August 4, 2010, and rent owed each month. During the discussion the tenant, on a number of occasions, withdrew her support for any agreed settlement and indicated that she did not wish to settle the portion of the Application related to rent owed; however, the landlord offered the tenant a compromise in relation to rent owed and the tenant accepted this offer and very clearly indicated, after my repeated efforts to ensure that the tenant was entering into this agreement of her own volition, that she wished to enter into an agreement versus leaving the decision to the dispute resolution officer.

The parties then agreed to the following terms:

- the amount of rent paid prior to April, 2010, will not be adjusted, with the exception of \$10.00 to be deducted from April, 2010, rent owed;
- the tenant owes the landlord \$300.00 per month from April 2010 to September, 2010, in the sum of \$1,790.00;
- that on the day of this hearing the tenant would pay \$200.00 in rent arrears and that she will receive a receipt for this payment;
- that on September 17, 2010, the tenant will pay the balance owed in the sum of \$1,590.00;
- that if the payments are made the Notice ending tenancy issued on August 4, 2010, will be of no force or effect;
- that the landlord must immediately issue receipts for cash payments made;
- that rent owed will continue to be \$350.00 per month, due on the first day of each month;
- that the rent payments will allow the tenant exclusive use of her pad site and the pad site next door, where her RV and other items are currently stored; and
- commencing October, 2010, the tenant will provide the landlord with 6 post-dated cheques, for rent payments owed on the first day of each month in the sum of \$350.00 and that rent payments will be paid by post-dated cheque in the future.

I have made no finding in relation to this agreement, other than those found below in my analysis.

Balance of Tenants Application

The tenant submitted that the landlord has not complied with the Act and that the landlord must be ordered to meet the conditions of my May 5, 2009, decision, clean up sewage that is in the water service box and clear branches from the site and common area; items that were referenced in the details of dispute section of the tenant's Application.

The tenants have claimed compensation equivalent to one year's pad rental for all of the work the tenants have completed on the property and loss of quiet enjoyment. The tenants supplied copies of letters given to the landlord's on-site managers, dated, May 4, 7, 14 and 18, 2010. The letters outlined a number of grievances, such as:

- the May 5, 2009, decision ordered rent to be paid in the sum of \$300.00 per month and that since August 2009 the tenants have been paying \$350.00;

- that the landlord was Ordered to sign a tenancy agreement with the tenant and failed to do so;
- that since April 2010, the landlord's agents have refused to accept her cash rent payments;
- that the landlord's agents have verbally abused the tenants;
- that excrement in the service boxes has yet to be cleaned up;
- that the tenants do not have the landlord's phone number or address;
- that common areas of the Park require cleaning;
- that the neighbouring property poses a hazard due to the amount of refuse in the alley adjoining the tenant's property;
- that the tenants are entitled to compensation for work completed on surrounding pad sites and property;
- that power has been shut off without notice;
- that the tenants want the original copy of rent payment receipts;
- that the hydro workers damaged the water service box that had been repaired by the tenants and that they cut off the power without prior notice to the tenants;
- that the management team should be replaced; and
- that ant hills on adjoining property should be removed.

The tenants' submitted photographs taken of the property surrounding their pad site which show refuse and debris littering the property. The tenant again worked on the water service box in the fall of 2009; however, the water did not freeze during the winter of 2009- 2010. A sewer backup flooded the service boxes and not been cleaned by the landlord.

The tenants submitted a copy of an undated Notice to all tenants of the Park, requiring the tenants to mow and clean up yards and to skirt and paint the skirting of their homes. The tenants wrote comments on this Notice, indicating that the failure of others to comply has resulted in a loss of quiet enjoyment. The tenants alleged a loss of quiet enjoyment due to on-going harassment by the landlord's agent, who they claim have verbally abused them. No dates or evidence of this allegation was supplied.

The tenants supplied copies of receipts dated September 22, 2007 and May 20, 2008, totaling \$100.00, for payment made in relation to debris removal and loads taken to the dump. The tenants submitted that in 2007 and 2008 they completed work around the property and should be compensated for this work. The tenants also lived in their RV as repairs were required to the trailer.

The tenants provided a copy of a hand-written June 23, 2009 notice of rent increase effective September 1, 2009, increasing rent by \$10.00 per month.

The tenant submitted copies of receipts totaling \$30.00 for 2 gift cards purchased at Staples for photocopying costs.

The landlord offered to meet the tenants at the property in order to complete an assessment of any work that was required to the property and indicated that he wishes to work with the tenants to solve any concerns that they may have. The landlord is concerned that the tenants are telling other occupants not to pay their rent owed. During the hearing the landlord agreed to remove all of the refuse that is in the alley between the tenant's home and an adjacent site. During the hearing the landlord provided the tenants with his cell phone number, for their use.

Analysis

My May 5, 2009, decision referenced pad rent owed in the sum of \$265.00 per month. The decision did not alter the amount of rent owed and I find any change in rent owed since May, 2009, was by mutual consent of the parties. Further, during today's hearing the tenant has acknowledged she was paying \$350.00 effective July, 2009; and has now agreed that her rent will continue at \$350.00 per month for the use of 2 pad sites. No order was made on May 5, 2009, that the parties sign a tenancy agreement.

I find that the tenants are entitled to a receipt for any rent payments made in cash, however; the Act does not require the landlord to provide the tenants with the original copy of any receipt.

Section 2 of the Act requires a tenancy agreement to include the following information:

(2) A tenancy agreement must comply with any requirements prescribed in the regulations and must set out all of the following:

- (a) the standard terms;*
- (b) the correct legal names of the landlord and tenant;*
- (c) the address of the manufactured home site;*
- (d) the date the tenancy agreement is entered into;*
- (e) the address for service and telephone number of the landlord or the landlord's agent;*
- (f) the agreed terms in respect of the following:*
 - (i) the date on which the tenancy starts;*
 - (ii) if the tenancy is a periodic tenancy, whether it is on a monthly or other periodic basis;*
 - (iii) if the tenancy is a fixed term tenancy,*
 - (A) the date the tenancy ends, and*
 - (B) whether the tenancy may continue as a periodic tenancy or for another fixed term after that date or whether the tenant must vacate the manufactured home site on that date;*
 - (iv) the amount of rent payable for a specified period;*

(v) the day in the month, or in the other period on which the tenancy is based, on which the rent is due;

(vi) which services and facilities are included in the rent;

(g) if a park committee or the landlord has established park rules in accordance with section 32 [park rules] for the manufactured home park, the park rules.

I Order the landlord, pursuant to section 55(3) of the Act, to provide the following information to the tenants, in writing, by September 30, 2010:

- the correct legal names and addresses of the landlord;
- the address for service and telephone number for the landlord; and
- a copy of the Park Rules that have been established in accordance with section 32 of the Act.

The landlord may choose to provide a service address and phone number for his agents, which satisfies the requirement of the Act.

I find that this is a month-to-month tenancy and that rent is \$350.00 per month, due on the first day of each month and that rent paid provides the tenants with the exclusive use of the site where their home is situated and the neighbouring site where their RV is parked. Further, any rent increase must comply with the Act and be given in the approved form, a copy of which is available on the Residential Tenancy Branch web site or through a Residential Tenancy Branch office.

Further, I find that by September 30, 2010, the landlord must provide the tenants with a map showing the boundaries of both manufacture home sites that are for the exclusive use of the tenants, as required by the Manufactured Home Park Regulation, section 12(1.)

Every tenancy, whether verbal or written, is bound by the standard terms, which are included in the Manufactured Home Park Regulation. I find that the parties will be bound by the tenancy terms that are a requirement of all tenancies, as provided by section 12 of the Act and the Regulation Schedule. A copy of the Schedule of required terms included in the Manufactured Home Park Regulation is appended at the conclusion of this decision and must form the basis of the verbal tenancy agreement between the parties; signatures are not required.

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

I find that there is no evidence before me that the tenants have suffered a loss as a result of a breach of the Act and that their claim for compensation is dismissed. Section 26 of the Act requires:

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 tenants have not supplied any evidence that the state of the property fails to comply with housing, health and safety standards required by law. While it is obvious from the photographs submitted as evidence that the lots are not neat and tidy, there is no evidence before me that the state of the property fails to comply with any law.

There is no evidence before me that the tenants suffered any loss in relation to power being shut off for any more than several hours, so that repair work could be completed. The landlord has an obligation to complete repairs and cannot be expected to pay compensation for the loss of power during short-term repairs. There is no evidence before me that the landlord knew the power would need to be shut off; however, whenever possible, tenants should be given Notice of work that will be completed and the likelihood of any disruption in service during repair.

In relation to work the tenants have completed for the landlord, I find that any work completed that does not form part of the tenancy agreement but constitutes a separate agreement that is not bound by the Act. The tenants may complete emergency repairs only, as provided by section 27 of the Act, a copy of which is appended after the conclusion of this decision. The tenants have been previously compensated for work required to thaw their water lines.

The landlord has agreed to meet with the tenants at the property, prior to the end of September, 2010. At that time the parties may view the property together and attempt to come to agreement in relation to repair and clean-up that the landlord will undertake. Any work that the tenants take upon themselves to complete, outside of those that would be considered emergencies under the Act, will not be compensated under the Act. The tenants and landlord are at liberty to come to an agreement for services provided by the tenants, but this agreement, unless contained as part of a written tenancy agreement, would not be bound by the Act.

Other than general allegations of abuse by the agents of the landlord, the tenants have not provided any evidence that would convince me, on the balance of probabilities, that they have been abused by the agents.

On May 5, 2010, I Ordered that the landlord ensure the light in the water service box was functioning and running from a power outlet that was not connected to the tenant's hydro service. The water service box did not freeze during the winter of 2009 – 2010; however,

the photographs submitted as evidence show the water service box has yet to be properly prepared for winter months. It is the landlord's responsibility to maintain the water service box and to ensure that it is not allowed to freeze. I find that by October 31, 2010, the landlord must complete any repairs required to the water service box by ensuring there is a solid enclosure that is fully insulated and has a heat source available for use during winter months; whether a light or heat tape that does not operate from tenant's hydro meter. Once the repair is completed the landlord must provide the tenants with written Notice, indicating the date the repairs were finished. Each party should retain a copy of this Notice.

If the landlord fails to repair the water service box according to my Order, by October 31, 2010; the tenants are at liberty to deduct \$50.00 per month from pad site rent owed, commencing November 1, 2010, until such time as the water service box meets the conditions of my Order.

If the water service box is repaired after October 31, 2010, and there is a dispute in relation to the date the rent abatement should cease, the landlord must apply for dispute resolution, provide evidence of compliance with my Order and request an Order ceasing the rent abatement. If it is found that the tenants continued to pay reduced rent any time after the repair was completed, the landlord will be entitled to a monetary Order for the amount of rent abatement that the tenants were not entitled to and that amount will be considered as unpaid rent.

Any access to the tenant's sites must be preceded either by a mutual agreement between the parties or via written Notice of entry given by the landlord, as required by section 23 of the Act.

As the water service had yet to be repaired as previously Ordered, I find that the tenant's Application had some merit and that they are entitled to filing fee costs in the sum of \$50.00 which may be deducted from October, 2010, rent. I decline filing fee costs to the landlord.

Conclusion

The parties have reached a mutually settled agreement in relation to the payment of rent owed and the Notice ending tenancy issued on August 4, 2010.

The landlord has been Ordered to comply with my Order made on May 5, 2009. The tenants will be entitled to rent abatement should the landlord fail to comply with the Order by October 31, 2010. If there is a dispute in relation to any rent abatement after October 31, 2010, the landlord must submit an Application requesting the abatement cease.

The balance of the tenant's claim for compensation is dismissed.

The tenants will deduct filing fee costs of \$50.00 from October, 2010, rent owed.

I decline filing fee costs to the landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 16, 2010.

Dispute Resolution Officer

Schedule

1 Application of the Manufactured Home Park Tenancy Act

(1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Manufactured Home Park Tenancy Act or a regulation made under that Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.

(2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.

(3) The requirement for agreement under subsection (2) does not apply to the following:

- (a) a rent increase given in accordance with the Manufactured Home Park Tenancy Act;*
- (b) a withdrawal of, or a restriction on, a service or facility in accordance with the Manufactured Home Park Tenancy Act;*
- (c) park rules established in accordance with the Manufactured Home Park Tenancy Act and the regulations;*
- (d) a term in respect of which a landlord or tenant has obtained an order of the director that the agreement of the other is not required.*

2 Security

(1) The landlord is not permitted to require or accept a security deposit for a manufactured home park tenancy.

(2) The landlord is permitted to require security, in the form of proof of third party insurance, against damage to the park caused by moving the manufactured home on or off the manufactured home site.

3 Pets

(1) Any term of this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the manufactured home site is subject to the rights and restrictions under the Guide Animal Act.

(2) The landlord is not permitted to require or accept a pet damage deposit for a manufactured home park tenancy.

4 Payment of rent

(1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is late, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.

(2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 21 (2) of the Act.

(3) The landlord must give the tenant a receipt for rent paid in cash.

(4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the manufactured home park without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

5 Rent increases

(1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.

(2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase.

[For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]

(3) The landlord may increase the rent only in the amount set out by the regulations. If the tenant thinks the rent increase is more than is allowed by the regulations, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.

(4) Either the landlord or the tenant may obtain the inflation rate prescribed for a rent increase from the Residential Tenancy office.

6 Assign or sublet

(1) The tenant may assign the tenancy agreement or sublet the manufactured home site to another person only if one of the following applies:

(a) the tenant has obtained the prior written consent of the landlord of the park to the assignment or sublease, or is deemed to have obtained that consent, in accordance with the regulations;

(b) the tenant has obtained an order of the director authorizing the assignment or sublease.

The landlord and tenant must follow the specific procedure when consent is sought. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.

(2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the Manufactured Home Park Tenancy Act.

7 Repairs

(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.

(2) Tenant's obligations

(a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas. The tenant must take the necessary steps to repair damage to the manufactured home site or common areas caused by the actions or neglect of the tenant or a person permitted in the manufactured home park by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the manufactured home site or common areas.

(b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the Manufactured Home Park Tenancy Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(3) Emergency repairs

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

(b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord a reasonable time to complete the repairs.

(c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.

(d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of property in the manufactured home park and are limited to repairing

(i) major leaks in pipes,

(ii) damaged or blocked water or sewer pipes,
or

(iii) the electrical systems.

8 Occupants and guests

(1) The landlord must not stop the tenant from having guests under reasonable circumstances on the manufactured home site and in common areas of the manufactured home park.

(2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

(3) If the number of occupants on the manufactured home site is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the Manufactured Home Park Tenancy Act.

9 Locks

(1) The landlord must not change locks or other means of access to the manufactured home park unless the landlord provides each tenant with new keys or other means of access to the manufactured home park.

(2) The tenant must not change locks or other means of access to common areas of a manufactured home park unless the landlord agrees in writing to the change.

10 Landlord's entry on to manufactured home sites

(1) For the duration of this tenancy agreement, the manufactured home site is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the manufactured home site.

(2) The landlord may enter the manufactured home site only if one of the following applies:

(a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states

(i) the purpose for entering, which must be reasonable, and

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;

(b) there is an emergency and the entry is necessary to protect life or property;

(c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;

(d) the tenant has abandoned the site;

(e) the landlord has an order of the director or of a court saying the landlord may enter the site;

(f) the entry is for the purpose of collecting rent or giving or serving a document that under the Act must be given or served.

11 Ending the tenancy

(1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.

[For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]

(2) This notice must be in writing and must

- (a) include the address of the manufactured home site,*
- (b) include the date the tenancy is to end,*
- (c) be signed and dated by the tenant, and*
- (d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.*

(3) If this is a fixed term tenancy, and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Manufactured Home Park Tenancy Act.

(4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Manufactured Home Park Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.

(5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

12 Landlord to give tenancy agreement to tenant

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

13 Arbitration of disputes

Either the tenant or the landlord has the right to make an application for dispute resolution, as provided under the Manufactured Home Park Tenancy Act.

[Provisions of the Manufactured Home Park Tenancy Act, S.B.C. 2002, c. 77, relevant to the enactment of this regulation: sections 89 and 96]

Emergency repairs

- 27** *(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.