



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

MNDC, FF, O

### Introduction

This is the Landlords' application for compensation for damage or loss under the Act, regulations or tenancy agreement; for an Order that all required repairs have been completed; and to recover the cost of the filing fee from the Tenants.

The parties provided affirmed testimony at the Hearing.

The Landlords testified that they mailed the Notice of Hearing documents, by registered mail, to each of the Tenants at their sites, on November 24, 2010. Based on the affirmed testimony of the Landlords, I am satisfied that all of the Tenants were served in accordance with the provisions of Section 82(1)(c) of the Manufactured Home Park Tenancy Act (the "Act").

### Issue(s) to be Decided

Are the Landlords entitled to recover the amount of the rent reduction for the period of October 1, 2009 to November 1, 2010 (\$35.00 per month for 14 months x 7 Tenants = \$3,430.00)?

Are the Landlords entitled to an Order that the rents return to the rates prior to the reductions taking place?

### Background and Evidence

This is the fourth Hearing between the Landlords and these Tenants with respect to similar issues regarding these tenancies. **With respect to the matters before me today**, the following is a brief synopsis of the **relevant** findings on those three previous Hearings:

Date	Applicant	Relief Sought	Order(s)/Finding(s) made
Jun 18/09	Tenants	Rent reduction	1. Found Landlords have not complied with Feb 2/09 Order to hire the certified plumber. 2. Order rent reduction in amount of \$50.00 per month until water



			pressure restored; speed signs posted; and entrance sign repainted.
Sep 8/09	Landlords	Cancellation of rent reduction	1. Found Landlords have not complied with Feb 2/09 Order to hire the certified plumber. 2. Found Landlords have complied with Orders to fix/replace sign and post speed signs. 3. Order that rent reduction be reduced from \$50.00 to \$35.00 per month.

The Landlords gave the following testimony:

The Landlords submitted that on July 20, 2009, they repaired a water leak which was causing water pressure problems at the manufactured home park. The male Landlord stated that he and his hired man fixed the leak. The Landlords provided statements from 26 tenants in the park, attesting that the water pressure was satisfactory.

Despite the Decision of September 8, 2009, the Landlords seek to recover the amount of the rent reduction for the period of October 1, 2009 to November 1, 2010 (\$35.00 per month for 14 months x 7 Tenants = \$3,430.00), together with an Order that the rents return to the rates prior to the reductions taking place.

The Tenants gave the following testimony:

One of the Tenants testified that the water pressure in her home has improved, but is still unsatisfactory. She stated that it takes 20 minutes to fill her bath tub and that she barely has enough water pressure to take showers. She testified that she has to hold the lever down on her toilet in order for it to flush.

Another Tenant testified that the water pressure in his home has increased somewhat but is "not great".

Another Tenant testified that the Landlord and his hired man fixed a leak in a pipe on the Landlord's road only. The Tenant stated that none of the 26 Tenants who provided brief statements were Respondents in the Landlords' application and that nearly half of them have moved since providing those statements in October, 2009.

A Tenant testified that water pressure (pounds per square inch) should be between 40 and 80 psi at peak times. The Tenant stated that a gauge was hooked up to the garden hose, which was turned it on full blast, and the following readings were captured:

August 11, 2009 @ 2:15 p.m.	28 psi
November 3, 2010 @ 2:19 p.m.	18 psi



## Analysis

On February 2, 2009, a Dispute Resolution Officer ordered the Landlords to “hire a certified plumbing specialist and within the next 30 days have the plumber investigate and repair the cause of the low water pressure”.

On June 18, 2009, a Dispute Resolution Officer found “that the Landlord has failed to comply with this [February 2, 2009] order”, and ordered that the Tenants “each reduce their rent by \$50.00 per month until such time as the water pressure is restored, speed limit signs have been posted and the entrance sign has been repainted”.

On September 8, 2009, a Dispute Resolution Officer found “in the absence of proof that the landlord hired a certified plumbing specialist, I find that the landlord has failed to comply with [the Dispute Resolution Officer’s] order of February 2, 2009”. She made the further finding in her Analysis, “As the landlord has complied with 2 of the 3 orders, I find it appropriate to change the amount of the rental reduction”. The rent reduction was set at \$35.00 each month until such time as **“the landlord has hired a certified plumbing specialist to investigate and repair the cause of the low water pressure”**. She further ordered that the “rent reduction will continue until either the parties have agreed in writing that the repair has been completed or until the landlord is successful in an application for dispute resolution for a determination that the repair has been completed”.

The Landlords have not hired a certified plumbing specialist to investigate and repair the cause of the low water pressure. They believe they fixed the problem themselves. The Tenants disagree. The Landlords have still not complied with the Order issued on February 2, 2009, **nor have they provided sufficient evidence that their repairs have been successful.**

Therefore the Landlord’s application is dismissed in its entirety. I order that the Landlords comply with the Dispute Resolution Officer’s Order of February 2, 2009 and **hire a certified plumbing specialist to investigate and repair the cause of the low water pressure** within 30 days of receipt of this Order. Each Tenant’s rent reduction of \$35.00 per month will continue until such time as:

1. Each Tenant agrees **in writing** that the water pressure is restored to an acceptable rate; or
2. The Landlords **comply with the order to hire a certified plumbing specialist and** are successful in an Application for Dispute Resolution for a determination that the repair has been completed.

## Conclusion

The Landlord’s application is dismissed in its entirety.



Each Tenant's rent reduction of \$35.00 per month will continue until such time as:

1. Each Tenant agrees **in writing** that the water pressure is restored to an acceptable rate; or
2. The Landlords **comply with the order to hire a certified plumbing specialist to investigate and repair the cause of the low water pressure and** are successful in an Application for Dispute Resolution for a determination that the repair has been completed.

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: April 12, 2011.

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Residential Tenancy Branch