



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHILLIWACK RIVER ESTATES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, OLC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Manufactured Home Park Tenancy Act* (the "Act") for:

- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- an order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 55; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 65.

Both parties attended the hearing by conference call and gave affirmed testimony. The landlord confirmed receipt of the tenants' notice of hearing package. Both parties confirmed receipt of the submitted documentary evidence provided by the other party. Based upon the undisputed testimony of both parties, I find that both parties have been properly served as per section 81 and 82 of the Act.

During the hearing it was clarified with both parties that the tenants seek a monetary order for the cost of emergency repairs totalling, \$685.34 and compensation for the loss of quiet enjoyment of \$2,000.00 and an order for the landlord to comply with the Act, regulations or tenancy agreement concerning clarification of the property lines between units.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for emergency repairs?

Are the tenants entitled to an order for the landlord to comply with the Act, regulations or tenancy agreement?

Are the tenants entitled to an order for the recovery of their filing fee?

Background and Evidence

Both parties confirmed that there is no signed tenancy agreement or documentation regarding the property lines.

The tenant, M.S. (the tenants) stated that due to the landlord's neglect for enforcing park rules the tenant (unit #65) had a large build-up of household garbage causing a rat infestation on their property. The tenants seek compensation of \$685.34 for recovery of:

N.S. Pest Detective	Inspection	\$147.00
Pest Detective F.V.	Inspection	\$115.50
S.V. Plumbing	Inspection	\$202.65
D.H.-J.J. Cleaning	Cleaning Vents	\$220.19

The tenants also seek \$2,000.00 for "nuisance money". The tenants clarified that this amount was "pulled out of the air" "to get the landlord's attention" and was arbitrary not based on any losses or suffering.

The landlord disputed the tenants' claims stating that there is no proof of cause regarding where the rat infestations originated from on the property. The landlord confirmed that there was a rat infestation problem and stated that upon being notified of the tenant's (unit #65) build-up of household garbage the tenant in question was notified to remove the garbage. The landlord stated that the park grounds keeper was instructed to remove the garbage on the 3rd day after notifying the tenant in unit #65. The tenants did not dispute the landlord's statement that the garbage was removed within a week of the landlord being notified, but stated that it should have been done sooner.

The tenants also seek a ruling on clarification on what the property lot lines should be between the pads.

The landlord stated that there is no documentation for what the lot lines should be, but stated that it was an accepted norm to have the lot lines half-way between the properties. The landlord stated that the average distance between properties was 30 feet and that the majority of tenants accepted that the lot lines would be at approximately 15 feet in the middle. The landlord stated that because of the lack of documentation, he has tried to mediate an acceptance of the lot lines between all of the parties.

Analysis

Section 27 of the Act states that "emergency repairs" means repairs that are urgent, necessary for health or safety of anyone or for the preservation or use of property in the manufactured home.

In this case it is clear that a rat infestation would constitute an urgent health and safety issue.

Section 26 of the Act states that a landlord must provide and maintain the manufactured home park in a reasonable state of repair and comply with housing, health or safety standards required by law.

I find that the landlord upon being notified of the garbage reasonably acted by notifying the other tenant to remove the garbage and in fact had the park grounds keeper remove the garbage 3 days after notifying the other tenant. This is not disputed by the tenants.

I also find that the tenants have failed to provide sufficient evidence to satisfy me that the rat infestation was the result of this garbage on the other tenant's lot; however this is a reasonable assumption on the part of the tenants. This is disputed by the landlord. There is insufficient evidence provided by the tenants to support this claim. The tenants provided copies of their inspections by the pest control and plumbing companies. S.V. Plumbing noted "no rodents found", Pest Detective F.V. noted "unable to locate dead rat...Bird seed found under house and rat dropping", D.H.-JJ Cleaning noted, "all is well" and N.S.P.D. Ltd. noted "inspected crawlspace for dead rat. removed 1 dead rat and installed 2 on a pucks." There is no evidence from the tenant's pest inspections on what the likely source of the rat infestation would be. I find on the basis of this evidence that the tenants have failed to provide sufficient evidence of the cause of the rat infestation and that it originated from the other tenant and was caused through the neglect of the landlord. As such, the tenants have failed to establish an entitlement for recovery of monetary claim for emergency repairs. This portion of the tenants' application is dismissed.

The tenants application for loss of quiet enjoyment is dismissed as the tenants have provided affirmed testimony that there were no losses and that this amount was an arbitrary claim to get the landlord's attention. The tenant's monetary claim for loss of quiet enjoyment is dismissed.

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a partial resolution in regards to defining the property lines. Specifically, it was agreed as follows;

1. Both parties agree that the property line between units #75 and #76 would be defined at 10 feet from unit #76 in line with the existing fence line, making this line approximately 20.5 feet to unit #75 (as shown in the attached drawing with a high-lighted property line).

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application for both parties to define the property lines between units.

As the tenants were not substantially successful in this application and a settlement was reached between the parties for the remaining portions, I find that the tenants are not entitled to recovery of the \$50.00 filing fee.

Conclusion

The tenants' monetary claim is dismissed without leave to reapply.
Both parties came to a mutual agreement to define the property line between units #75 and #76.

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: October 23, 2015

Residential Tenancy Branch

