



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wood Lake Resort Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDC, RP

Introduction

This hearing was convened in response to an application by the Tenants and amended application by Tenant EM pursuant to the *Manufactured Home Park Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 40 (all Tenants);
2. A Monetary Order for compensation - Section 60 (Tenant EM); and
3. An Order for emergency and other repairs - Section 27 (Tenant EM).

The Landlord’s Legal Counsel (Legal Counsel) and Tenant EM were each given full opportunity to be heard, to present evidence and to make submissions. Tenant EM confirms that it is acting as agent for the other Tenants that have been joined with the original application of Tenant EM. Legal Counsel confirmed receipt of all of the Tenant applications with the exception of the application of Tenant TL. The Tenant confirms the Tenant TL chose to abandon its application.

Preliminary matter

Legal Counsel asks for an adjournment due to insufficient time to respond to the Tenants’ applications and Tenant EM’s amended application that were received by the Landlord on June 22 and 23, 2017. The Tenant states that the applications for dispute resolution containing the claim disputing the notices to end tenancy were sent to the Landlord by registered mail on June 2, 2017 and Tenant EM’s amended application claiming compensation was sent to the Landlord by registered mail on June 22, 2017.

The Tenant clarified that all the notices to end tenancy have the same deficiencies in form and content.

The Tenant clarified that no costs were incurred for either emergency or other repairs and that the items detailed in the monetary worksheet are items that require emergency repairs or attention. The Tenant states that of the repairs requested in relation to the yard work, sewer system, electrical bill and electrical deficiencies are emergencies. The Tenant states that the other claims are for various plumbing deficiencies, junk requires removal, the landscape requires maintenance and the internet was suspended. Legal Counsel agrees that the sewer system is an urgent matter.

Rule 7.8 of the Residential tenancy Branch Rules of Procedure (the “RTB Rules”) provides that a hearing may be adjourned where the circumstances warrant the adjournment. Rule 2.3 of the RTB Rules provides that all claims contained in an application must be related. Accepting the Tenant’s supported evidence of registered mail I find that the Landlord was aware of the original applications disputing the notice to end tenancy and had sufficient opportunity to respond to this claim and I therefore decline to adjourn the applications claiming a cancellation of the notices to end tenancy.

In relation to Tenant EM’s amended application, given both Parties oral submissions I find that there are both emergency and non-emergency repairs being claimed. As there are emergency repairs I decline to adjourn the hearing on that part of Tenant EM’s application. I dismiss Tenant EM’s claims for repairs to the plumbing, junk removal, landscaping and internet with leave to reapply as there is insufficient evidence that these are emergency repairs and these claims are not related to the primary matter of the notice to end tenancy.

As Tenant EM is seeking compensation for repairs that have not been done by Tenant EM I dismiss these claims with leave to reapply should Tenant EM incur repair costs in accordance with the Act.

Issue(s) to be Decided

Are the notices to end tenancy effective?

Is Tenant EM entitled to emergency or other repairs?

Background and Evidence

The Tenant states that the Tenants each received a notice to end tenancy for cause (the “Notices”) dated May 8, 2017 that none of the Notices select any of the reasons provided on the form and only makes a notation that the property is being condemned due to electrical deficiencies. It is noted that the Notices indicate that they was served to the Tenants on June 8, 2017. Legal Counsel agrees that the Notice does not appear to be complete.

The Tenant states that the septic tank is full and overflowing. Legal Counsel agrees that an overflowing septic system should be dealt with as soon as possible however no instructions have been obtained in relation to any agreement to make repairs.

The Tenant submits that the Landlord is not in compliance with its electrical systems and that the deficiencies are hazardous. The Tenant provides a document authored by the British Columbia Safety Authority dated March 7, 2017 listing those deficiencies. The Tenant states that this document indicates that the Landlord has until October 4, 2017 to ensure compliance.

The Tenant states that the Landlord has failed to pay its electrical bill and that the electricity will be disconnected. The Tenant does not know when the electricity will be disconnected. The Tenant states that the caretaker for the property has resigned and the property has been abandoned by the Landlord leaving major safety issues and no way to contact a responsible person. Legal Counsel indicates that the Landlord only informed him that power would be disconnected in October 2017 and that the Landlord is in discussion with both the fire department and the electrical company.

The Tenant states that the grass is so tall its creating a fire hazard. Legal Counsel states that following this hearing contacts will be exchanged with the Tenants' advocate and following instructions obtained from the Landlord follow-up on repairs will be made with the Advocate.

Analysis

Section 45 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the manufactured home site,
- (c) state the effective date of the notice,
- (d) except for a notice under section 38 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Noting that the approved form provides reasons to be selected for ending the tenancy and given that no reason was selected on the approved form I find that the Landlord has failed to state the grounds for ending the tenancy. The Notices are therefore not effective in ending the tenancies and the tenancies continue.

Section 26(1) of the Act provides that 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.

Section 27(1) of the Act provides that "**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.

Section 27(2) of the Act provides that 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.

Accepting the Tenant's evidence that the septic tank is overflowing I find that this is an emergency repair and I order the Landlord to repair the septic tank no later than end of business day on July 14, 2017. If the Landlord fails to make this repair the Tenant has leave to reapply for compensation.

As the Tenant's evidence indicates that the electrical repairs are not required to be remedied until October 2017 I find that this is not an emergency repair and dismiss this claim with leave to reapply if the Landlord fails to make the repairs listed on the inspection report and this failure causes the Tenant to suffer any loss; if any of the deficiencies cause losses earlier than October 2017; or if any of the deficiencies become emergency repairs before October 2017.

Although the Tenant gives oral evidence that the grass is a fire hazard, I find that this evidence is insufficient to establish that grass cutting is an emergency. Should the Tenant be concerned that this is a fire hazard, I would direct the Tenant to report this matter to the fire department or the proper local governing body. Noting that the Landlord is now formally informed that yard maintenance is required I dismiss this claim

with leave to reapply should the Landlord fail to maintain the grass as soon as is reasonably possible and if such failure causes a loss to the Tenant.

As the electrical bill is the Landlord's bill and there is no evidence that it has been paid by the Tenant I dismiss the claim for compensation. The Tenant has leave to reapply if the Tenant loses electricity.

The Landlord is ordered to provide an emergency contact to the Tenant or the Advocate no later than July 5, 2018. If the Landlord fails to provide this emergency contact the Tenant has leave to reapply for any losses this failure causes.

Conclusion

The Notices are ineffective and the tenancies continue.

I order the Landlord to repair the septic tank no later than end of business day on July 14, 2017

I order the Landlord to provide an emergency contact no later than July 5, 2017.

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: July 04, 2017

Residential Tenancy Branch