



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PORT4HOMES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP FFT LRE MNDCT OLC RP

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the the landlord make emergency repairs for health or safety reasons, to have the landlord to comply with the Act, regulation and/or the tenancy agreement, and for a monetary order for monetary loss or other money owed.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application for emergency repairs for health and safety reasons.

I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request for emergency repairs. The balance of the tenant's application is dismissed, with leave to reapply.

### Issue to be Decided

Should the landlord be ordered to make emergency repairs?

### Background and Evidence

The tenant's agent stated that they are acting for the estate of their mother. The agent indicated that the landlord has failed to maintain the trees within the park and refuse to maintain the trees that are on their site. The agent indicated that they believe the trees are a safety issue, as they drop large branches and debris during windstorms.

The landlord's agent stated that they have an arborists attend to the manufacture home park on a regular basis, with the most recent being July 2018. The agent stated that it is not uncommon that branches will fall during a windstorm, which is the tenant's responsibility to clean up on the site.

The tenant's agent argued that the landlord only has the arborist inspect the trees that are in the common areas and not on the individual sites, which are the landlord's responsibility to maintain.

The landlord's agent stated that their arborist informs them of any concerns they have with trees. The agent stated that they do not believe the trees are a health and safety issue as the trees are healthy. The agent stated that they are willing to have an arborist attend to look at the subject trees, and if necessary, follow their recommendations for health and safety issues.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case the landlord has a regular arborist attend the park. The landlord's agent has agreed that they will have an arborist attend and inspect the subject trees to determine if they are a health or safety issue within the next 30 days.

Based on the above, **I Order the landlord** to have an arborist attend, within the next 30 days to the subject site. The arborist is to inspection of the trees, and if necessary follow any recommendation of the arborist to ensure the trees do not impose a health or safety risk.

Conclusion

The landlord is order to have the subject trees inspection by an arborist. The remainder of the tenant's application is dismissed with leave to reapply.

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: December 17, 2018

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Residential Tenancy Branch