



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WOODLAND MOBILE HOME PARK and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFL, OL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the tenant to comply with the Act and the agreement pursuant to section 55;
- An order requiring the tenant to reimburse the filing fee to the landlord pursuant to section 55.

The agents LS and HA attended for the landlord. The hearing process was explained, and they were given an opportunity to ask questions. They had the opportunity to call witnesses and present affirmed testimony and written evidence.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 29 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord provided affirmed testimony that the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on June 1, 2022, and deemed received by the tenant under the *Act* five days later, on June 6, 2022. The landlord submitted the mailing receipt as evidence which included the Canada Post Tracking Number.

Pursuant to the landlord's evidence and sections 81 and 82, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution on June 6, 2022.

Issue(s) to be Decided

Is the landlord entitled to the relief requested?

Background and Evidence

The landlord provided uncontradicted evidence as the tenant did not attend the hearing.

The landlord submitted a copy of the tenancy agreement and testified to the background of the tenancy. The tenancy started on January 15, 2020. Rent is \$520.00. The Agreement states:

13. Repairs. The Tenant must maintain reasonable health, cleanliness and sanitary standards though the Site and in common areas. The Tenant must take the necessary steps to repair damage to the Site of common areas caused b the actions of neglect of the Tenant or a person permitted in the Park by the tenant. The Tenant is not responsible for repairs for reasonable wear and tear to the Site or common areas. If the Tenant does not comply with the above obligations with a reasonable time, the Landlord may discuss the matter with the tenant and may make an application for dispute resolution under the *Act* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

Under the agreement, the tenant is required to comply with Park Rules. The landlord submitted a copy of the Park Rules and Regulations signed by the tenant which have been in effect since January 1, 2020 stating (as written):

Tenant must maintain his or her Lot and Home, its facilities and equipment*, repair and in a safe, clean and sanitary condition. They must not store bottles cans, boxes or equipment under or around the trailer. All lots are to be kept weed free - h lawns neatly cut, raked and trimmed at all times. The tenant is responsible for maintaining and trimming their own trees in a neat and safe manner and hereby agrees [unable to decipher] aHow [sic] trees located on their lot to exceed 20 feet in height measullld [sic] from 1he ground. [Tenant] must remove and dispose of their own debris, grass, branches. refuse, etc to [appropriate] municipal disposal sites.

The landlord testified the tenant is in breach of his obligations under the agreement and Park Rules. The tenant maintains the site in a cluttered, untidy manner. No landscaping, weed containment or grass cutting has taken place. The site's fence is in poor condition and falling down. The site contains decaying matter and more than the permitted number of vehicles. The site is littered with debris. The landlord submitted many supporting photographs taken May 10, 2022 showing the unkept, cluttered and unmaintained site.

The landlord sent the tenant many letters of warning specifying deficiencies in the tenant's site maintenance which were ignored. The landlord submitted copies of letters to the tenant of May 5, 2020, August 21, 2020, April 27, 2021 and April 26, 2022. The landlord has attempted to contact the tenant to discuss remediation and has visited the site. However, the tenant does not respond or answer the door.

The landlord testified that the condition of the tenant's site reflects poorly on the park and neighbours have submitted many complaints about declining property values.

The landlord stated they want to give the tenant a final opportunity to maintain the site before ending the tenancy.

The landlord requested the following:

1. An order requiring the tenant to comply with the provisions of the Agreement and Park Rules to properly maintain the site.

2. An order authorizing the landlord to attend at the site at 1:00 PM on October 31, 2022 to inspect the condition of the site and to take photographs.
3. An award to the landlord for \$100.00 for reimbursement of the filing fee.

Analysis

The tenant's obligations to maintain the site are set out in section 26:

Landlord and tenant obligations to repair and maintain

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.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas.

(3) A tenant must repair damage to the manufactured home site or common areas that is caused by the actions or neglect of the tenant or a person permitted in the manufactured home park by the tenant.

Section 6 of the Act allows the enforcement of the tenant's obligations above:

Enforcing rights and obligations of landlords and tenants

6 (1) The rights, obligations and prohibitions established under this Act are enforceable between a landlord and tenant under a tenancy agreement.

Policy Guideline Landlord- & Tenant – Responsibility for Residential Premises provides guidance on the tenant's obligations:

The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the Residential Tenancy Act or Manufactured Home Park Tenancy Act (the Legislation).

Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

In reviewing the landlord's testimony and documents, I find the tenant has not complied with the site maintenance provisions of the Agreement or the Park Rules. I find the landlord has warned the tenant several times to no avail.

I find the landlord has met the burden of proof for an order requiring the tenant to properly maintain the site pursuant to the Act, the agreement and Park Rules. I grant an order as follows:

1. The tenant is required to comply with the provisions of the Agreement and Park Rules to properly maintain the site by 1:00 PM on October 31, 2022.
2. The landlord may attend at the site for an inspection to determine compliance with this order at 1:00 PM on October 31, 2022.
3. The landlord is granted an award of \$100.00 for reimbursement of the filing fee.

Conclusion

I Order as follows:

1. The tenant is required to comply with the provisions of the Agreement and Park Rules to properly maintain the site by 1:00 PM on October 31, 2022.
2. The landlord may attend at the site for an inspection to determine compliance with this order at 1:00 PM on October 31, 2022.
3. The landlord is granted leave to reapply for reimbursement of the filing fee of \$100.00.

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 26, 2022

Residential Tenancy Branch