

DECISION

Dispute Codes: RPP and FF

Introduction

This application was brought by the tenants seeking an Order for repairs to the rental unit and recovery of the filing fee for this proceeding.

Issues to be Decided

This matter requires a decision on whether the tenants are entitled to an Order for repairs to the rental unit.

Background and Evidence

This tenancy began on June 8, 2002 in an 82-unit townhouse complex. Rent is \$1,070 per month and the landlord holds a security deposit of \$450 paid on or about June 4, 2002.

During the hearing, the tenants submitted a series of photographs illustrating a number of repairs required in the rental unit. The landlord submitted a list showing that the majority of minor repairs had been completed and stated that those that had not been done had only been brought to her attention in the tenants' application.

I accept the landlord's assertion that any of the smaller items remaining that fall within the landlord's duty to repair and maintain will be addressed as a matter of routine on the tenants' request.

However, three larger items remained to be resolved: carpet replacement, interior painting and kitchen cupboard doors.

On the question of carpeting, the tenants submitted photographs showing that the carpets were tattered in places around the edges, and loose and wrinkled. The tenant gave evidence that they have the carpets cleaned frequently as one of their children suffers from dust allergies.

She stated that the carpet cleaner had advised her that the carpets were worn out and needed to be replaced.

The building manager pointed to the move-in condition inspection report signed on June 11, 2002 which bore a notation that the carpets were new, although there is a notation that the hall carpet had a red stain. The tenants stated that the carpets were not new when they moved in, as new immigrants they were in desperate need of the housing at the time and their limited English made it difficult for them to fully appreciate the document.

The tenants gave further evidence that the rental unit had not been painted at any time during their eight-year tenancy and photograph evidence showed some fading, chipping, and wear and tear on the walls.

The tenants' photographs also showed considerable wear around the edges of the kitchen cupboards doors, a repair the landlord stated could be remedied by replacement of the doors.

Analysis

Section 32 of the *Act* requires a landlord to maintain and repair a rental unit in a stated that, “having regard to the age, character and location of the rental unit, makes it suitable for occupation...”

While the landlord correctly points out that the carpet was identified as new on the move-in condition inspection report, I note that the term “new” can be used in a relative sense. While the landlord noted that the tenant had a cat and a guinea pig, the wear in question appears well beyond what might be caused by a house cat.

Standard depreciation tables place the useful life of carpeting at 10 years. In the present matter, I accept the evidence of the tenant that the carpet cleaner advised that they were worn out and needed replacing. In addition, the notation on the move-in inspection report of red staining on the hall carpet would indicate that the carpets were not “brand new”, but “relatively” new. The present building manager was not in office when the tenancy began, did not have direct knowledge of the installation date and submitted no other documentary evidence. Moreover, the photographic evidence clearly reflects carpeting in need of replacement. Therefore, I will give the benefit of the doubt to the tenants and find that the carpets must be replaced.

As to the paint, standard depreciation tables place the useful life of interior paint at four years. I accept the evidence of the tenants that the unit was not painted during their eight year tenancy and is now due as a matter of the landlord’s duty to maintain.

Finally, on the basis of the photographic evidence, I find that the MDF kitchen cupboard doors have deteriorated to the point that they need to be replaced.

Conclusion

As authorized under section 62(3) of the *Act*, I hereby order that the landlord:

1. Repaint the rental unit;
2. Replace the carpets in the rental unit;
3. Replace the kitchen cabinet doors.

I further order that, if the repairs are not completed by August 31, 2010, the tenants' rent is reduced to \$870 per month until the month following the month in which repairs are completed.

The tenants have vowed to cooperate in every reasonable way to facilitate the landlord's completion of the work.

August 10, 2010