



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OLC, RP, O

### Introduction

This hearing dealt with an application from the tenant to have the landlord comply with the act, make repairs to the unit and other. The tenant participated in the conference call hearing but the landlord did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act.

### Summary of Background and Evidence

This tenancy started in 1977 and the tenant's current monthly rent is \$640.00.

The tenant testified that the landlord gave him 3 months notice that his rent is being increased \$24.00 or 3.8%. The Act states that the allowable rent increase for 2010 is 3.2% which equals \$20.48 therefore the new rent will be \$620.48 and not \$664.00 as specified by the landlord.

The tenant stated that the landlord wants the tenant to completely remove his belongings in order to paint and re-carpet the rental unit. The tenant cannot physically move his belongings on his own and the landlord has declined to assist the tenant with the moving of his furniture. The tenant did state that the building caretaker indicated that he could easily paint the tenant's unit without the furniture being removed from the unit.

The tenant feels that these repairs do need to be completed as he has occupied the unit for 33 years and the landlord has never made any upgrades to the unit during this time. The tenant is agreeable to having only the painting completed so that both parties are somewhat accommodated.



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## Landlord and tenant obligations to repair and maintain

**32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

As the landlord has not taken any steps towards maintaining the rental unit, it would strongly be suggested that the landlord at minimum, paint the rental unit in question.

In regards to the rent increase for unit 508, the Act states that the allowable rent increase for 2010 is 3.2% which equals \$20.48 therefore the **new rent will be \$620.48.**

## Conclusion

As the landlord has not taken any steps towards maintaining the rental unit over the past 33 years, it would strongly be suggested that the landlord at minimum, paint the rental unit in question.

The Act states that the allowable rent increase for 2010 is 3.2% which equals \$20.48 therefore the **new rent will be \$620.48.**

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: November 8, 2010

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Dispute Resolution Officer