



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: RP, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking landlord's action to conduct repairs. The tenant also applied for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord negligent with regard to repairing and maintaining the rental unit? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on May 01, 2001. The monthly rent is \$1,501.00. The tenant stated that the rental unit is approximately 20 years old and is in need of updating. The tenant agreed that she has applied for updates and not repairs.

The unit was painted approximately seven years ago. The tenant stated that the paint around the doorways is chipped but agreed that it was caused by her wheelchair. She also said that there are some scuff marks from moving furniture around and some spots that have faded from the sunlight beating down on them. The tenant filed photographs depicting the condition of the walls.

The landlord stated that there are holes in the walls made by the tenant and damage to walls near the doorway from the tenant's wheelchair. The landlord stated that the overall condition of the paint is good and has filed photographs to support her testimony.

The tenant stated that the carpet is 20 years old and is disintegrating. She stated that she keeps it very clean but also contradicted herself by adding that it is full of dust and pollutants. Both parties agreed that there were stains from spilled coffee and the tenant's plants. Both parties filed photographs of the carpet. The landlord stated that the carpet is in good condition and does not need to be replaced.

The tenant also requested that the bathroom faucets be changed as they were old. She stated that the faucet is gold coloured but is now tarnished and does not match the silver drain assembly. She agreed that the system was fully functional.

The tenant also stated that there are six tiles in the kitchen that are chipped and that the kitchen cabinets do not look good. She stated that the cabinets are falling apart but agreed that the landlord has attended to any repairs in a timely manner. The tenant also wanted the landlord to update the light fixtures.

Analysis

Section 32 of the *Residential Tenancy Act* addresses a landlord's obligation to repair and maintain the rental unit as follows:

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

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Based on the sworn testimony and documentary evidence of both parties, I find that the tenant is requesting updates and not repairs. The photographs filed by both parties indicate that the condition of the paint, carpet, faucets and fixtures are in good condition and suitable for occupation and use by the tenant. The tenant also testified that these items are fully functional and that the landlord responds to her requests for repairs or maintenance when necessary, in a timely manner. Therefore, I find that the tenant has not proven that the landlord failed to meet her obligations under the *Act* with regard to providing repairs.

Conclusion

The tenant has not proven her case and therefore her application is dismissed in its entirety. The tenant must bear the cost of filing her application.

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: March 06, 2012.

Residential Tenancy Branch