



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Society of Hope  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, RP, O, MNDC

### Introduction

This is an application for an Order for the landlord to comply with the Residential Tenancy Act, an Order for repairs to the unit, and for a monetary Order of \$20.97.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Is the tenant entitled to a monetary Order of \$20.97?

Has the tenant established a need for a repair Order for the rental unit?

Has the tenant established the need for an Order for the landlords to comply with the Residential Tenancy Act?

### Background and Evidence

The applicant testified that:

- His mother has lived in this rental unit since 2002, and in that whole time the rental unit has not been repainted. They are therefore asking that the unit be painted.
- The heating ducts in the rental unit have never been cleaned and as a result a fair amount of dust is emitted when the furnace is running. They are therefore asking for an Order that the heat ducts be cleaned.
- The carpets and linoleum in the rental unit are also in need of cleaning or replacing and they therefore ask for an Order that the flooring be properly restored or replaced.
- They also believe that some of the terms of the tenancy agreement are unconscionable and should be struck down. Those terms are, the requirement for the tenant who reside in the home for at least 322 days per year, and the restriction of only 14 days per year for visitors.
- They are also asking for \$20.97 to cover the cost of the color copying done for today's hearing.
- There are also some ongoing repairs that have not been completed and therefore they asked for an Order that those repairs be completed.

The respondents testified:

- They have viewed the walls in the rental unit and they believe the need for painting is tenant caused and it is beyond normal wear and tear and therefore they believe the labour cost of painting should be the tenants responsibility. Further, painting will only be done if the tenants take the responsibility for moving of their furniture.
- The furnace filters in the rental unit are replaced twice a year, and therefore if any further cleaning of the ducts is required that is the responsibility of the tenant.
- They believe the flooring in the rental unit is in reasonable condition and does not need to be replaced, and any cleaning during the tenancy is the responsibility of the tenant.
- They are doing some ongoing repairs in the rental unit, and the repairs will be completed as soon as possible as long as access is provided by the tenant.

In response to the respondent's testimony that applicant testified that:

- This rental unit hasn't been painted in 12 years, and therefore the landlords have to expect a substantial amount of normal wear and tear.
- He does not believe that they should be responsible for moving furniture to allow painting of the rental unit, as professional painting companies will normally move the furniture to do the painting.

### Analysis

It's reasonable to expect to have to paint a rental unit approximately every four years, due to normal wear and tear, and therefore since this rental unit has not been repainted in over 12 years it's my decision that the landlords must expect a substantial amount of wear and tear to the walls in the rental unit and I therefore will allow the request for an Order for the interior of the rental unit to be painted at no cost to the tenant.

It's also my finding that it is unreasonable to expect tenants to move their furniture to allow the landlords to paint, and therefore the landlords must arrange to have the furniture moved when the unit is painted.

I also allow the tenants request for an Order to have the furnace ducts in the rental unit cleaned. Maintenance of the furnace and furnace ducts is the responsibility of the landlord, and it's not unreasonable to expect that the furnace ducts should be cleaned after a 12 year tenancy even if furnace filters are changed on a regular basis.

I deny the tenants request for the replacement or the cleaning of the flooring however, as ongoing cleaning of the flooring is the tenant's responsibility, and this includes any need for wax stripping, or general cleaning.

I also deny the request for an Order for the landlords to complete existing repairs, as I accept the landlord's testimony that those repairs are ongoing and will be completed.

I also deny the tenants request for reimbursement of the costs of having color copies made of the photos, as this is a cost of the dispute resolution process and I have no authority to award costs.

The tenant also requested that I find that the clauses restricting visitors to two weeks, and requiring that the tenant live in the rental unit for least 322 days per year to be unconscionable, however I do not find that these clauses are unconscionable, in this case, as they are in place to ensure that those requiring subsidized housing are actually in need of that housing, and to avoid abuse of the subsidized housing. There may

however be situations where it would be unreasonable to enforce these particular rules; however that would have to be dealt with on a case by case basis if the landlords were to take steps to enforce the rules through the Residential Tenancy Act.

### Conclusion

I have issued an Order for the landlord to have the heat ducts in the rental unit professionally cleaned, and have the interior of the rental unit completely painted.

The request for cleaning or replacement of the flooring is dismissed.

The request for an Order for the landlord to complete existing repairs is dismissed.

The request for a monetary Order is dismissed.

The request for an Order to find clauses of the tenancy agreement unconscionable is dismissed.

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: July 29, 2013

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Residential Tenancy Branch

