



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Gateway Property Management Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, RP, PSF, FF

### Introduction

This was a hearing with respect to the tenant's application for a monetary award and for an order that the landlord perform repairs. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

### Issue(s) to be Decided

Is the tenant entitled to an order directing the landlord to perform repairs, including carpet replacement and painting?

Is the tenant entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is an apartment in New Westminster. The tenancy began in 1984. The tenant testified that the rental unit was re-carpeted and painted in 1988, 27 years ago. The tenant said that he has requested that the carpet be changed and the unit painted, but the landlord told him that it will only paint and replace the carpet after the tenant has moved out. The tenant said that the landlord told him that he could move to another apartment in the building with fresh paint and carpet for a monthly rent increase of \$200 per month.

The tenant claimed that a portion of his rent was charged for the maintenance of the rental unit and he submitted that he should be reimbursed for a portion of his rent paid over the last 27 years when no maintenance was done.

The tenant submitted a copy letter from the landlord dated June 12, 2015. In the letter the landlord referred to recent discussions with the tenant and the landlord's staff at the

rental property. The landlord stated in the letter that it agreed to replace the tenant's carpet and said that it was the tenant's responsibility to arrange for furniture removal to accommodate the work. The landlord also agreed to replace the kitchen counter in the unit. With respect to painting, the landlord said that it saw no need to re-paint the unit at this time, but it would repair and paint areas previously affected by leaks.

The tenant testified at the hearing that the landlord was engaged in replacing his kitchen counter and the work was nearing completion. He said that the rental unit has not been painted since 1988 and contrary to the landlord's view, the paint is dingy and deteriorated and the unit is in sore need of re-painting.

The tenant said that all his communications with the landlord have been verbal. He has not made any written requests for repairs. He said that he learned only recently that the Residential Tenancy Branch existed and provided an avenue for presenting claims and resolving disputes.

At the hearing the landlord's representative clarified the landlord's expectations with regard to re-carpeting and painting. He said that the tenant will have to arrange to have someone help him to move furniture from one room into another, perhaps temporarily into the hallway or into a downstairs storage area while the re-carpeting is underway. The landlord's representative said that the landlord would also agree to re-paint the entire rental unit and this work could be done at the same time as the re-carpeting. The landlord said that the work could begin as early as next week and he invited the tenant to speak to him after the hearing to work out the precise timing of the work.

The landlord's representative also affirmed at the hearing that there would be no rent increase sought by the landlord in relation to the painting and re-carpeting; he confirmed that only rent increases that have been imposed are the annual increases permitted under the *Residential Tenancy Act* and that the rent could not be increased before March, 2016.

### Analysis

The landlord agreed at the hearing that the rental unit will be re-carpeted and entirely re-painted and that the work could commence in a week, subject to the parties coordinating their schedules. The landlord has agreed to promptly perform the work requested by the tenant. The tenant understands what is required from him to shift and move furniture and no further order or direction is required from the Residential Tenancy Branch.

The tenant applied for a monetary award for what he claimed was a reimbursement of rent paid over the course of his tenancy. I find that there is no basis for such an award. The tenant said he was unaware of the existence of the Residential Tenancy Branch until recently and did not realize that he could pursue a remedy by application. He has not made any written requests to the landlord in the past to demand any repairs. The tenant is not entitled to a monetary award when he has not acted to formally present his demands for repairs and upgrades for many years out of ignorance of the available remedies. The tenant's claim for a monetary award is denied.

### Conclusion

The landlord has responded to the tenant's request for repairs and improvements to the rental unit as noted in the decision. No order is required. The tenant's application for a monetary order has been dismissed. The tenant's application has resulted in the landlord's agreement to re-paint the rental unit. I find that the tenant is entitled to recover \$50.00 of the \$100.00 filing fee paid for his application. He may deduct the sum of \$50.00 from the next instalment of rent due to the landlord.

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: August 13, 2015

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Residential Tenancy Branch

