



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRANSPACIFIC REALTY ADVISORS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes rp, ff

Introduction

The tenant applies for an order painting repair to the premises.

The tenant attended the hearing and provided testimony. Two representatives for the landlord also attended and provided testimony. The parties confirmed receipt of the documentary evidence of the other party.

Issue(s) to be Decided

Is the tenant entitled to an order that the premises be painted by the landlord?

Is the tenant entitled to recover her filing fee from the landlord?

Background and Evidence

This tenancy began July 1, 2014. At that time the current management for this tenancy was not in place. The move-in Condition Inspection Report does not state that the premises required painting, but the tenant contends that the former male manager agreed to repaint the premises. In fact he some painting, but did a poor job. He failed to remove hardware such as door knob, and he plastered some areas but did not paint over the plaster. Some walls were not re-painted at all, and some merely touched up.. The tenant has repainted two of the bedrooms, and notes that the kitchen area does not need painting, but that all other areas require painting.

The landlords submit that there is no evidence of any agreement to have the premises painted. They are attending to repair of other rental units with more pressing needs. The tenant's photos show the premises in their current condition, not the condition at the start of the tenancy.

Analysis

As a general rule, section 32(1) of the Act requires that a landlord must provide and maintain rental premises in a state of repair that complies with health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. While a tenant is responsible to maintain the premises, Policy Guideline 1 (Landlord & Tenant – Responsibility for Residential Premises) confirms that a tenant is not responsible for reasonable wear and tear to the rental unit, and that reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant

has used the premises in a reasonable fashion. Guideline 1 further provides that a landlord is responsible for painting the interior of the rental unit at reasonable intervals. The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible.

Policy Guideline 40 (Useful Life of Building Elements) provides general guidance to landlords and tenants in determining the useful life of building elements. The useful life estimate is the expected lifetime, or the acceptable period of use, of an item under normal circumstances. In the case of paint of interior walls, the useful life is 4 years.

The evidence before me indicates that the painting effort of the male manager near the start of the tenancy was of very poor quality, was merely of a touch up nature, and the work was left incomplete. This work was insufficient in quality to consider the walls to have been "repainted". I accept the estimates of the landlords that a full repainting had occurred at least a year before this tenancy began. This means the walls have not been properly repainted for at least 4 years, and applying Policy Guideline 40, the useful life of the former paint job has ended. Additionally, I find that the walls have deteriorated since the start of the tenancy as a result of ordinary wear and tear. Repainting of the walls is now required.

I therefore order that the landlord must repaint the premises, excluding the two bedrooms that were painted by the tenant, and the kitchen area, but including doors and trim. This work must be done by a qualified painter, and must be completed by April 30, 2017. I further order (pursuant to section 65(1)(b)) that should the work not be completed by this date, the tenant may arrange herself for the repairs to be made or completed, and may deduct the cost of such repairs from her subsequent rent.

I further order that the landlord must pay \$100.00 to the tenant representing recovery of her filing fee. Alternatively, the tenant is at liberty to deduct this sum from a future rental payment.

Conclusion

The landlord must repaint the premises by April 30, 2017. The tenant may recover her filing from 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: February 17, 2017

Residential Tenancy Branch

