



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: RR

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A repair order
- b. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides on December 23, 2017. With respect to each of the applicant's claims I find as follows:

### Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for repairs?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence:

The tenancy began on July 1, 2017 when the parties entered into a one year fixed term tenancy agreement. The tenancy agreement provided that the tenant(s) would pay rent of \$990 per month plus \$20 for parking in advance on the first day of each month. The tenant(s) paid a security deposit of \$495 prior to the start of the tenancy.

The tenant seeks an order that she be authorized to hire a painter to paint the rental unit and she be permitted to deduct the painting cost from future rent.

The landlord disputes the tenants claim. She testified that she has done what the tenant has requested but the cost to re-paint the rental unit would be very expensive. N July 6, 2017 she patched small holes in the wall at the tenant's request. She also sanded the drywall and matched the paint by a professional. The landlord testified the rental unit was renovated and re-painted about 2 to 3 years ago.

### Analysis

Section 32 of the Act provides 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.

....

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

After carefully considering all of the photographs and evidence presented by the parties I determined the Tenant has failed to prove she is entitled to the order that she is seeking. I accept the submission of the tenant that the paint job on the walls is poor. Further I do not accept the landlord's submission that it would cost \$2000 to paint the rental unit.

However, I determined the tenant failed to prove that the landlord has failed to provide and maintain a property in a state of decoration and repair that complies with the health, safety and housing standards required by law. The tenant failed to provide evidence of a breach of health, safety or housing standards required by law. Further the tenant failed to prove that, having regard to the age, character and location of the rental unit, the condition of the rental unit including the paint job on the wall is such that it is not suitable for occupation by a tenant.

As a result I dismissed the Tenant's application for a repair order and to recover the cost of the filing fee.

.

This decision is final and binding on the parties.

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 07, 2018

---

**Residential Tenancy Branch**