



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: RP, FFT

Introduction

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

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

The tenant(s) failed to appear at the scheduled start of the hearing which was 9:30 a.m. on May 17, 2019. A representative of the landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenant(s) failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The representative of the landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

Issues to be Decided

The issues to be decided are as follows:

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

Background and Evidence:

The tenancy began on March 1, 2019. The tenancy agreement provided that the tenant(s) would pay rent of \$2200 per month payable in advance on the first day of each month. It was a month to month tenancy. The tenant(s) paid a security deposit of \$1100 on February 5, 2019.

The Application for Dispute Resolution filed by the Tenants state "We are requesting the carpet in the unit is replaced. Section 32(1) of the "Residential Tenancy Act" states that a landlord must provide and maintain a residential property in a state of decoration and repair that we do not believe is being met. This is due to a number of hazards: 1. Numerous tears, especially in walkways. 2. Water damage which has caused folds in the carpet. 3. A number of loose threads and loops 3. Sharp metal objects left by previous tenants that have been lodged in carpet"

The representative of the landlord gave the following evidence:

- The carpets were cleaned professionally by the outgoing Tenant. The landlord provided an invoice for that cleaning.
- In addition the landlord arranged for a 2nd cleaning to mitigate the tenants concerns.
- The carpet cleaning company arranged to return for spot cleaning but the tenants were not available to give access.
- All reasonable repairs requested by the tenant have been carried.
- The tenants were fully aware of the condition of the carpets prior to agreeing to rent the rental unit.
- There are a few stains from former tenants and small water damage from the kitchen sink. However they do not pose any health or safety concerns.

As the Applicant failed to appear and the Respondent was present I ordered the application dismissed without liberty to reapply.

Analysis:

I ordered that the Application for Dispute Resolution filed by the Tenants be dismissed for the following reasons:

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The tenants failed to attend the hearing. On that basis alone the application should be dismissed.

Further, section 32 of the Residential Tenancy Act includes the following:

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.

The tenants failed to provide sufficient evidence to establish that the condition of the carpets fails to comply with the health, safety and housing standards required by law or that having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. While there are some problems they are not sufficient for an order that the carpets be replaced. I have reviewed the photos submitted by the Tenants and determine the problems are insufficient to warrant an order that the carpets be repaired or replaced.

Conclusion:

I order that the application for a repair order and to recover the cost of the filing fee be dismissed without liberty to re-apply.

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: May 17, 2019

Residential Tenancy Branch