



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      RP FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties were represented at the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant represented herself with assistance. The landlord was represented by their agent (the "landlord").

As both parties were present service of documents was confirmed. The parties testified that they were in receipt of the served materials. Based on the testimonies I find that the parties were served with the respective materials in accordance with sections 88 and 89 of the Act.

### Issue(s) to be Decided

Should the landlord be ordered to make repairs to the rental unit?  
Is the tenant entitled to recover the filing fee from the landlord?

### Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The parties provided evidence on previous concluded hearings regarding this tenancy and other conflicts. The principal aspects of the claim and my findings around each are set out below.

This periodic tenancy began in September 2013. The landlord assumed this tenancy in November 2017.

The tenant seeks an order that the landlord make repairs to the rental unit, specifically by painting the walls and cabinetry of the rental unit. The tenant submitted into evidence photographs of some of the areas of the rental suite. The tenant submits that it has been more than 12 years since the suite was last painted and that there is chipping and flaking of paint in various areas of the suite.

The landlord testified that they have done some touch up painting on the window sills of the suite but based on their observations have concluded that full painting of the suite is not necessary at this time.

### Analysis

Pursuant to Residential Tenancy Rule of Procedure 6.6 the onus to prove their case on a balance of probabilities lies with the applicant.

The landlord is required to maintain residential property in a state of decoration and repair that, having regard to the age, character and location of the unit, makes it suitable for occupation in accordance with section 32(1) of the Act.

I find that the tenant has provided insufficient evidence to show that the rental unit requires repairs and work to bring it to a state where it is suitable for occupation. I find the photographs submitted by the tenant show some flaking of paint, but do not show the suite to be unreasonably deteriorated. While the tenant submits that it has been many years since the suite was painted I do not find that the landlord is obligated to repaint simply because it has been a period of time since the suite was last painted. The Residential Tenancy Policy Guideline setting out the Expected Useful Life of Building Elements does not create a positive requirement for a landlord to periodically perform repairs and upgrades.

Based on the materials submitted I find that the tenant has not established on a balance of probabilities that the rental unit requires repairs or maintenance as requested. As such, I dismiss the tenant's claim.

As the tenant's claim was not successful the tenant is not entitled to recover the filing fee.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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 8, 2019

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Residential Tenancy Branch