



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Park Place Ventures Ltd and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP FFT

Introduction

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

- An order for repairs pursuant to section 33; and
- Authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agents.

As both parties were present service of documents was confirmed. The parties each confirmed receipt of the other's materials. Based on the testimonies I find that the parties were each 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?
Are the tenants entitled to recover their filing fee from the landlords?

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 principal aspects of the claim and my findings around each are set out below

This periodic tenancy began in June 2007. The current monthly rent is \$1,283.00 payable on the first of each month. The rental unit is a suite in a multi-unit building.

The parties agree that the bathroom ceiling and the bedroom windowsill of the rental unit require repairs. The parties have obtained a quote from a third-party contracting company who has inspected the suite and provided a scope of work. The quote obtained is for \$3,051.30. The parties agree that the nature of repairs may cause some additional costs but believe this to be an accurate figure for the scope of repairs.

The parties disagree on who should bear the cost of the repairs. The landlord submits that based on the report provided by the third-party contracting company the cause of the damage is attributed to insufficient air circulation from failure to turn on the bathroom fan and allow airflow around the windows. The tenant submits that they have used the rental suite in an ordinary manner and that any need for repairs arises from the age of the property.

Analysis

Section 32 (1) of the Act provides that a landlord must maintain residential property in a state of decoration and repair that makes it suitable for occupation, taking into regard the age and character of the property.

Section 32 (3) goes on to state that a tenant is responsible for repair to damage caused by their actions or neglect.

However, pursuant to subsection 32 (4) a tenant is not required to make repairs for reasonable wear and tear.

Policy Guideline 40 provides a general guide for determining the useful life of building elements. The Guideline states that an arbitrator “may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant’s responsibility for the cost or replacement”. In the present case, because of the length of

this tenancy I find that the items that the parties agree require attention have exceeded their expected useful life. Windows and window frames are not expected to have a useful life of more than 15 to 20 years depending on the materials. Interior paint is expected to be useful for only 4 years. These are merely guidelines and building elements may have a prolonged useful life depending on the circumstances and periodic maintenance. I find it reasonable that exterior facing windows may find their expected useful life shortened due to the direction they face and the elements found outside of the property. Based on the evidence of the parties, I find that the issues identified by the parties have exceeded their useful life due to the wear and tear that comes with reasonable usage.

While the landlord submits that the third-party company identified poor airflow as the cause of the of the issues, I do not find that the quotation obtained to be persuasive. I find the tenant's testimony regarding their usage of the fans to be reasonable and cogent, I find that the evidence of dust build up in the fans to not be indicative of the tenant's failure to use the amenities properly but simply the accumulation of dust that is expected over a lengthy tenancy.

I accept the evidence of the parties that the building elements were not replaced throughout this tenancy nor has there been regular maintenance work by the landlord. Based on the totality of the evidence, I find that the need for repairs does not arise from the actions or negligence of the tenants but simply due to the expected wear and tear from reasonable usage.

Consequently, I order that the landlord perform the repairs to the bathroom ceiling and bedroom window trim of the rental unit as set out in the quotation from the third-party company dated January 16, 2020 at their expense.

As the tenants were successful in their application they may recover the \$100.00 filing fee from the landlord. The tenant may satisfy this monetary award by making a one-time deduction of \$100.00 from their next scheduled rent payment.

Conclusion

The landlord is ordered to make repairs to the bathroom ceiling and bedroom window trim of the rental unit as delineated in the quotation of January 16, 2020 at their expense.

The tenants are authorized to make a one-time deduction of \$100.00 from their next scheduled rent payment 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: February 24, 2020

Residential Tenancy Branch