



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ONNI GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on August 4, 2022. The Tenant requested that the Landlord make repairs to the rental unit, site, or property, pursuant to the *Residential Tenancy Act* (the *Act*).

Both parties attended the hearings and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. Both parties confirmed receipt of each other's evidence. No service issues were raised.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to an order requiring the Landlord to make repairs to the rental unit?

Background and Evidence

The Tenant stated that she is seeking full carpet replacement for her rental unit. The Tenant stated that she feels the carpets are beyond their useful life, and should be replaced. The Tenant stated that she has lived in the rental unit for around 14 years, and she believes the carpets are around 25 years old (estimated based on other

carpets she has seen). The Tenant stated that there are a couple of spots in her living room carpet where the carpet has worn down to the nap, as shows in her photos.

The Landlord stated that he is not sure how old the carpets are, but he feels there is still lots of useful life left in them. The Landlord pointed to the move-in inspection report to show the carpets were in “satisfactory” condition at the start of the tenancy, and he provided more recent photos showing they are still in reasonable shape. The Landlord does not feel a couple of wear spots warrant full replacement.

The Tenant stated that there was a recent flood/water issue which could cause mould in the carpets. The Tenant had no evidence supporting this event. The Landlord stated he is unaware of any flood and feels there is no evidence of such an event.

Analysis

In this review, I will not attempt to resolve all evidentiary conflicts, and will focus on evidence and testimony as it relates directly to my findings.

Section 32 of the *Act* mandates the Tenant’s and Landlord’s obligations in respect of repairs to the rental unit and 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.
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.
- (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- (4) A tenant is not required to make repairs for reasonable wear and tear.

(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 *Residential Tenancy Act Regulation – Schedule: Repairs* provides further instruction to the Landlord as follows:

8 (1) Landlord's obligations:

(a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.

(b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair

Also, I turn to *Residential Policy Guideline #40 - Useful Life of Building Elements*, which states as follows:

This guideline is a general guide for determining the useful life of building elements for determining damages which the director has the authority to determine under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act . Useful life is the expected lifetime, or the acceptable period of use, of an item under normal circumstances.

The useful life of interior carpets is approximately 10 years, as per the policy guidelines. However, this is a guideline only, and it is entirely possible for building elements to last longer than this, or to be safe and reasonable to use beyond that time period. In this case, I decline to order the replacement of the carpets based solely on their age.

I note the Tenant asserts there may be mould issues due to a recent flood event. However, there is no evidence to support any flood or significant water event, such that I could be satisfied there is a health and safety issue. Also, I note the Tenant provided photos of a couple different wear spots on the living room carpet. I accept the wear spots may be unsightly. However, I do not find the Tenant has sufficiently demonstrated that the rental unit is not compliant with health, safety and housing standards required by law, and I do not find they have sufficiently demonstrated that the rental unit is not in

a reasonable state of decoration and repair. I do not find the Tenant has sufficiently demonstrated that their rental unit is not suitable for occupation, due to the issue with the carpets. I dismiss the Tenant's request for repairs, without leave to reapply.

As the Tenant was not successful with their application, I decline to award the recovery of the filing fee.

Conclusion

The Tenant's application for repairs, is dismissed, without leave.

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 04, 2022

Residential Tenancy Branch