



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Locarno Legacy Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, FFT

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for repairs - Section 32; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. No issues were raised by either Party in relation to the receipt of the other Party’s evidence.

Issue(s) to be Decided

Is the Tenant entitled to an order for repairs?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are agreed facts: the tenancy started in September 2009. Rent of \$1,227.64 is payable on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$425.00.

The Tenant states that the carpet was damaged by a flood from an upper unit around 2011. The Tenant submits that the carpet is old and moldy. The Tenant states that in June 2020 the Landlord was asked by text to replace the carpet. The Tenant states that

a letter making the same request was sent to the Landlord on September 29, 2021. No replacement of the carpet has occurred.

The Landlord agrees that it appears there was damage from a leak. The Landlord states that the carpet was present in the unit at the outset of the tenancy and that the Landlord has no idea of the carpet's age. The Landlord confirms that nothing has been done to replace the carpet.

Analysis

Section 32(1) of the Act provides that 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.

Policy Guideline #40 sets the useful life of a carpet at 10 years.

Given the undisputed evidence that the carpet was damaged by water several years ago I accept that the carpet is likely moldy. For this reason and given that the carpet is likely well over 10 years I find that the carpet requires replacement to make it suitable for occupation by the Tenant. As the Landlord has done nothing to remedy the situation, I order the Landlord to have the carpet replaced by no later than the end of the workday on April 30, 2022. Should the Landlord fail to replace the carpet in the time ordered, the Tenant has leave to reapply for compensation.

As the Tenant has been successful with their claim, I find that the Tenant is entitled to recovery of the **\$100.00** filing fee and the Tenant may deduct this amount from future rent payable in full satisfaction of this claim.

Conclusion

The Landlord is ordered to replace the carpet by April 30, 2022.

I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 31, 2022

Residential Tenancy Branch