



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP

Introduction

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

- an order for the landlord to make emergency repairs to the rental unit pursuant to section 33; and
- an order for the landlord to make repairs to the rental unit pursuant to section 32.

The tenant and landlord's three agents (collectively the "landlord") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

At the outset of the hearing, that landlord confirmed receipt of the tenant's application but testified she did not receive any evidence from the tenant. The tenant confirmed that she did not send her evidence package to the landlord. Rule 3.14 of the RTB *Rules of Procedure* establishes that the respondent and the Residential Tenancy Branch must receive documentary evidence not less than 14 days before the hearing. Based on the tenant's admission that her evidence was not sent to the landlord I have not relied on the tenant's 12-page evidence package to form any part of my decision. The tenant confirmed receipt of the landlord's evidence package.

Issue(s) to be Decided

Is the tenant entitled to an order for the landlord to make emergency repairs to the rental unit?

Is the tenant entitled to an order for the landlord to make repairs to the rental unit?

Background and Evidence

As per the testimony of the parties, the tenancy began on February 1, 2012 on a fixed term. Rent in the amount of \$1,375.00 is payable on the first of each month. The tenant continues to reside in the rental unit.

The tenant testified that since filing her application for repair orders the landlord has resolved all but one issue. Specifically the tenant maintains that she wants the carpet removed from her rental unit and replaced with laminate flooring. The tenant contends that the landlord's offer to replace the carpet with new carpet does not meet her needs. She testified that carpet leads to poor air quality and is not healthy for those with lung issues. The tenant argues that other rental units in the complex have recently had new laminate installed.

The landlord testified that they have recently agreed to replace the carpet in the rental unit with new carpet. The landlord has denied the tenant's request for laminate, as laminate does not fit the specifications for this particular rental unit. The landlord acknowledged that other units have a product that look similar to laminate but testified this product is in fact vinyl. The landlord explained that those units had pre-existing vinyl and were therefore replaced with vinyl.

Analysis

Section 33 of the Act describes "emergency repairs" as those repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of residential property, and made for the purposes of repairing:

- major leaks in pipes or the roof,
- damaged or blocked water or sewer pipes or plumbing fixtures
- the primary heating system
- damaged or defective locks that give access to the rental unit
- the electrical systems
- in prescribed circumstances, a rental unit or residential property

I find the tenant's request for the replacement of carpet is not an "emergency repair" within the meaning of the *Act*. Accordingly I dismiss this portion of the tenant's claim without leave to reapply.

Under section 32 of the *Act* a landlord is required to maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by the tenant.

Although the tenant would prefer the replacement of carpet with laminate, the *Act* does not obligate the landlord to update the rental unit as prescribed by the tenant. I find the landlord is in compliance with section 32 of the *Act*, in replacing carpet with carpet and therefore dismiss the tenant's claim without leave to reapply.

Conclusion

The tenant's claim in its entirety is dismissed 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: October 17, 2016

Residential Tenancy Branch