



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP FF

Introduction

This hearing was convened in response to an application by the tenant for repairs to the rental unit flooring and recover the filing fee.

Both parties participated in the hearing. Both parties submitted document evidence. Each confirmed receiving the evidence of the other. The parties were given opportunity to resolve and settle their dispute to no avail. Both parties were provided opportunity to provide testimony and participate in the hearing. Despite the parties' submissions only the evidence relevant to the application has been considered. Prior to concluding the hearing both parties acknowledged presented all of the relevant evidence they wished to present.

Issue(s) to be Decided

Should the landlord be Ordered to make repairs to the unit?

Background and Evidence

The tenancy began in 2008 and it is agreed it is nearing its 10th year.

The relevant testimony in this hearing is in respect to the tenant's claim for repairs to the wood flooring of the unit. The tenant seeks for the landlord to refinish the surface of the existing hardwood flooring in the unit or resurface the flooring with a suitable manufactured flooring material, such example referenced by the tenant as *vinyl planking*.

The tenant provided that the flooring surface is heavily worn, in some areas to the unfinished subsurface, and stained in other areas. The tenant provided photo images of the flooring indicating the areas said to be worn and unsightly. The photo images also appear to show what the tenant referenced as water related issues and associated staining.

The landlord provided testimony that the flooring remains functional and that the tenant's request addresses cosmetic consideration only. They further testified that the flooring surface (finish) was last refinished before the landlord acquired the property approximately 30 years ago and is currently in a condition of premature wear and tear, given that other units on the residential property have flooring in better condition, although they did not provide evidence of the history of the other flooring. The landlord is generally opposed to dealing with the flooring. The landlord also attributes the condition of the flooring in the unit to the tenant's cat, particularly the cat's feeding bowl, sighting certain staining on the floor resulting from the tenant's pet. As a result of all the above, and in addition to financial considerations, the landlord is opposed to refinishing or resurfacing the hardwood flooring of the unit.

Analysis

The full text of the Act, Regulation, and Residential Tenancy Policy Guidelines, can be accessed via the website: www.gov.bc.ca/landlordtenant.

On preponderance of the relevant evidence before me I find the following.

Section 32 of the Act guides the tenant's and landlord's obligations in respect repairs.

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.

Residential Tenancy Act Regulation – Schedule; Repairs 8, in relevant part, states:
Repairs

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

In this matter, I find the above legislation effectively states a landlord is responsible to make repairs when a request for repairs is to ensure reasonable aesthetics, reasonable functioning or lawful compliance with health, safety and housing standards. I find the above legislation also largely addresses that they must keep the building and its properties in a condition that makes it reasonably comfortable to live in.

Residential Tenancy Policy Guidelines #37 addresses the useful life of **FINISHES – Flooring** as, generally 20 years for hardwood flooring. I accept the landlord's claim the hardwood flooring has not been resurfaced for at least 30 years.

From its appearance I find that the hardwood flooring clearly has lost its functional surface layer. On preponderance of the evidence and on balance of probabilities I find the tenant's claim for refinishing or resurfacing of the hardwood flooring is not unreasonable given the life of the floor's finish and the current condition of the floor.

As a result of all the above:

I ORDER the landlord must complete the following repair by May 31, 2018:

- *refinish the surface of the existing hardwood flooring, or,*
- *resurface the existing hardwood flooring with material(s) agreed by both parties in writing.*

I ORDER that if the above repairs are not completed within the prescribed time, the tenant may undertake to have the existing hardwood flooring surface professionally refinished, or, in a manner or method and type of material approved by the

landlord in writing may undertake to have the hardwood flooring professionally resurfaced, and may **deduct the total cost of the repairs from future rent.**

As the tenant has been successful in the application I find they are entitled to recover their filing fee.

I Order that the tenant may deduct \$100.00 from a future rent in full satisfaction of their filing fee.

I find the following cannot be overstated. The tenant wants the landlord to make repairs and the landlord now has a legal obligation to perform repairs. Given the scope of the landlord's legal obligation it will require co-operation, reasonable accommodation by both parties and possible compromise by both parties in order to achieve the repair.

Conclusion

The tenant's application is granted.

The landlord has been Ordered to make the stated repair.

This Decision is final and binding.

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: January 11, 2018

Residential Tenancy Branch