



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT (BC)  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord make emergency repairs for health or safety reasons and to recover the cost of the filing fee.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

### Issue(s) to be Decided

Should the landlord be ordered to make emergency repairs for health and safety reasons?

### Background and Evidence

The tenancy began on November 1, 2008. Rent in the amount of \$1,916.00 was payable on the first of each month. A security deposit of \$750.00 was paid by the tenant.

The tenant testified that they need the carpets replaced because they were never new when they moved into the premises and that the wool is starting to come out and causing allergies for their daughter. Filed in evidence are photographs.

The landlord's agent testified that the landlord was not prepared to replace the carpets at this point. The agent stated that the landlord was prepared to replace a portion of the carpet; however, that was rejected by the tenant as they wanted the entire rental unit carpet to be replaced.

The landlord's agent testified that the tenant's daughter allergy is more likely because of their dog and not the carpets.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

### **Emergency repairs**

- 33** (1) In this section, "emergency repairs" means repairs that are
- (a) urgent,
  - (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
  - (c) made for the purpose of repairing
    - (i) major leaks in pipes or the roof,
    - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
    - (iii) the primary heating system,
    - (iv) damaged or defective locks that give access to a rental unit,
    - (v) the electrical systems, or
    - (vi) in prescribed circumstances, a rental unit or residential property.

In this case, I find the tenant's request for the replacement of the carpets is not an emergency repair as defined in the Act. While I accept the carpet is worn, I find this is simply a request for the flooring to be upgraded. Further, even if the tenant's daughter is developing allergies to the carpet this was the character of the home when they decided to rent it. The landlord is not required to make changes to the rental unit for this reason. Therefore, I dismiss the tenant's application without leave to reapply.

### Conclusion

The tenant's application 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: September 21, 2020

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Residential Tenancy Branch