



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Amacon Property Management Services
Inc. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

This hearing dealt with the tenant's application pursuant to section 32 of the *Residential Tenancy Act* (the "Act") for repairs to the rental unit.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agents. Agent CG primarily spoke on behalf of the landlord (the "landlord"). The tenants were assisted by an advocate.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the landlord be ordered to make repairs to the rental unit?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

This periodic tenancy began in April, 2012. The current monthly rent is \$1,174.00 payable on the first of each month. The rental unit is a suite in a multi-unit building.

The tenants submit that the carpet in their rental unit ought to be replaced with laminate flooring. The tenants submit that the carpet and underlay has not been maintained and

must be replaced. The tenants say that it is not appropriate for the carpet to be repaired or to be replaced by new carpeting as the tenant TN has health issues, including respiratory issues that are exacerbated by carpeting and underlay. The tenants submitted some photographs of the condition of the floors as well as doctor's notes, copies of correspondence with the landlord and written submissions.

The landlord testified that they retained and attempted to arrange for inspection of the rental unit by a third-party professional on August 4, 2020 but the tenants canceled that appointment due to health concerns. The landlord submits that the tenants have refused any further inspection for the purposes of carpet repair and have stated that they wish the flooring to be replaced with laminate materials.

At the hearing the landlord said that they are willing and able to schedule an inspection of the rental unit by a third-party professional provided that the tenant allows access to the unit.

The tenants testified that while they would prefer that laminate flooring be installed they would abide by the recommendations made by the third-party professional and that they would allow reasonable access for the purposes of inspection to make a recommendation.

Analysis

Section 32 of the Act provides that:

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.

I accept the position of the tenant that they have identified deficiencies in the floors of the rental unit and have requested the landlord address the issues. I accept the submissions of the tenant that they believe that laminate flooring is preferable to repairing or replacing the existing carpet and underlay with new underlay and carpeting.

I find that it is not open to a tenant to dictate the manner in which residential property is maintained nor to demand what materials are used for the rental property. Provided

that the property is maintained in a state of decoration that complies with the relevant legal standards and makes it suitable for occupation by a tenant having regard to the age, character and location of the rental unit.

While I understand that the tenant feels that laminate flooring is more suitable for the comfort and health of the tenants residing in the rental unit, I find insufficient evidence that repairing carpets or replacing the existing materials with new carpet and underlay would breach the standards of law or suitability for occupation. In any event, I accept the evidence of the parties that the work has not been initiated as the initial inspection was not conducted and no recommendations made about the degree or manner of work that would be appropriate.

As the parties agreed at the hearing that an inspection by a third-party professional is the appropriate first step to addressing the issue I so order. The landlord said that they believe an inspection and recommendation can be made by January 31, 2021 and I find it appropriate to order that the landlord arrange for the inspection by that date.

Conclusion

The landlord will arrange for an inspection of the rental unit by a third-party professional. The tenant will provide access to the rental unit pursuant to the *Act*.

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 18, 2021

Residential Tenancy Branch