



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: O RR FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- a) An Order that the landlord ensure her privacy and reasonable enjoyment pursuant to section 28 by allowing her to continue to use of privacy curtains and a bamboo curtain on her balcony.

### **SERVICE**

I find that the landlord was served personally with the Application for Dispute Resolution hearing package. He stated they received it.

### **Issue(s) to be Decided:**

Is the tenant entitled to an Order that the landlord ensure her right to privacy and reasonable enjoyment by allowing her to continue to use privacy curtains and a bamboo balcony screen?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in February 2013 with a fixed term lease of one year. It is undisputed that the tenant has erected bamboo privacy screens on her balcony below the balcony rail and also has her own curtains on the windows as well as the landlord supplied hard plastic vertical blinds. Among other provisions, clause #26 of her lease states that window coverings are supplied by the landlord and the tenant's drapes and curtains may not be used. Clause #27 states that Outside no rugs, mops, rags, dusters shall not be shaken outside and that nothing shall be thrown from, placed on, hung on, or affixed to the outside of windows, doors, balconies, or the exterior parts of the building.

The landlord is doing balcony repairs to the building beginning in July and has issued a letter to the tenants stating that states among other items that once repairs are done,

planters are limited to the inside of the balcony, they may not be hung, no structures of any kind that are higher than the balcony railings are permitted on balconies. Tenants are also asked to clean all items off the balconies so repairs can proceed. At the bottom of the letter, this tenant is told to remove the coverings as soon as possible. The tenant wishes to keep her bamboo privacy screen on the balcony and her curtains on her windows as she says that people can look right into her unit from the parking area; she supplied photographs as evidence of the problem.

The landlord said they want a nice unified look to the building, their vertical blinds are sufficient privacy and they don't want structures on the balcony. The landlord objected to the tenant bringing this to arbitration as he said that there has been no notice to end the tenancy or anything. He offered to allow the tenant to end her fixed term lease on one month's notice but the tenant declined.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis:**

Section 28 of the Act sets out the tenant's right to quiet enjoyment.

*28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:*

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*

Contrary to the landlord's submissions, I find the tenant has the legal right to bring an application for arbitration if she perceives that her rights to privacy and quiet enjoyment of her unit are being threatened by the landlord's actions.

However, I find that she signed a lease agreeing to certain conditions and clause 26 of her lease forbids the use of her own curtains as the landlord has supplied vertical blinds. I find the landlord's evidence credible that they protect the tenant's privacy and I find the tenant not entitled to use her own drapes, even if they would allow more light into her unit.

In respect to a privacy screen placed on her balcony, but not affixed, I find clause 27 which deals with outside (and states that no structures of any kind that are higher than the balcony railings are permitted on balconies) does not prohibit the tenant from using a screen on her balcony. In consideration of the landlord's desire to improve the

building's exterior appearance, the tenant should consult with the landlord over her proposed choice of screen, colour and material.

**Conclusion:**

I HEREBY ORDER THAT the tenant is permitted to place a privacy screen on her balcony, not affixed, and below the balcony rail after consulting with the landlord as to material and colour.

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: May 23, 2013

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Residential Tenancy Branch

