



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gateway Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OLC, PSF, O

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has applied for an order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement; for an order requiring the Landlord to provide services or facilities; and for "other".

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Agent for the Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings. The Landlord did not submit evidence in response to the claim.

The Agent for the Landlord and the Tenant agree that the company named on the first page of this decision is the party that should have been named as a respondent in this matter and that the Application for Dispute Resolution should be amended to remove the name of the Agent for the Landlord and to replace it with the name of the management company. The Application for Dispute Resolution has been amended accordingly.

Issue(s) to be Decided

Is there a need to issue order(s) to protect the Tenant's right to the quiet enjoyment of the rental unit?

Background and Evidence

The male Tenant stated that he believes the Landlord has posted an excessive number of notices to inspect rental units in the residential complex since November of 2012. He stated that the rental unit was inspected for bedbugs on March 22, 2013; that a notice of

a general inspection was posted for May 13, 2013 to May 15, 2013; that his rental unit was not inspected in May of 2013; that there have been other notices posted, although he cannot recall the details of those notices; and that he cannot recall any other dates when his unit was inspected.

The Agent for the Landlord stated that he has worked at this residential complex since February of 2013; that the rental unit was inspected on March 22, 2013 as part of an annual bedbug inspection; that an inspection notice was posted for May of 2013; that the rental unit was not inspected in May of 2013; that no other notices of inspection have been posted since he has worked at this complex; and that the rental unit has not been inspected at any other time since he has worked at the complex.

The Agent for the Landlord and the Tenant agree that the occupant of unit 206A had a security camera pointed at the rental unit; that the matter was reported to the Landlord; and that the camera has now been removed, although the parties disagree on the date the camera was removed. The Tenant is concerned that the camera will be reinstalled at the conclusion of this hearing.

The Tenant submitted a copy of a warning letter, dated April 30, 2013, in which the Tenant is directed not to harass, intimidate, or verbally abuse employees of the residential complex. The male Tenant stated that he does not know what the Landlord is referring to with this allegation, and he seeks clarification.

The Agent for the Landlord stated that sometime in February the female Tenant was verbally abusive to him and his fiancé. The male Tenant stated that he does recall that incident and he does not believe the female Tenant was using profanities on that date.

The warning letter, dated April 30, 2013, also declares that the Tenant has made an excessive number of complaints regarding neighboring units. The Tenant seeks clarification of this allegation. The Agent for the Landlord stated that the reference relates to the afternoon in April of 2013 when the Tenant made four complaints about the noise level in unit 206A; that he investigated each complaint; and that he did not believe the noise level was excessive for the time of day.

The Tenant insists that the occupants of 206A are excessively loud and they want the Landlord to intervene. The Agent for the Landlord stated that he does not agree that the occupants of 206A are excessively loud. The Tenant stated that they have reported their concerns to the police and that the police have attended. No evidence was submitted to show whether the police concluded that the occupants were too loud.

The Agent for the Landlord stated that if there is a noise complaint after hours the Tenant can report it by phone. Upon being advised that the Tenant does not have a telephone, he stated that the Tenant can come to his unit to report the concerns.

Analysis

I find that the Tenant has failed to establish that the Landlord has conducted an excessive number of inspections or that the Landlord has posted an excessive number of notices of inspection, and I therefore find that there is no need to issue an order in this regard. In reaching this conclusion I was heavily influenced by section 29(2) of the *Act*, which authorizes a landlord to inspect a rental unit once per month, with proper notice.

Section 28 of the *Act* stipulates that a tenant is entitled to the quiet enjoyment of the rental unit, which includes the right to reasonable privacy. In my view, having a security camera pointed at a rental unit is a breach of a tenant's right to reasonable privacy, if that camera can view or record areas inside the rental unit. I therefore order the Landlord to take every reasonable measure, including ending the tenancy of an offending party if necessary, to ensure that no occupant of the residential complex has a security camera pointed at the rental unit in a manner that can view or record areas inside the rental unit.

As the Tenant has been provided with clarification of the letter dated April 30, 2013, I find that no further action is needed in that regard. I have made no finding on whether or not the allegations in the letter are true, as that would be best determined in the future, if the Landlord wishes to rely upon this letter to end the tenancy.

In the absence of evidence that corroborates the testimony of the Tenants, who contend that the occupants of 206A are excessively loud, or that refutes the testimony of the Agent for the Landlord, who stated that he cannot determine the occupants are excessively loud, I cannot make an order in this regard. The Tenant retains the right to file another Application for Dispute Resolution regarding the noise complaints if the noise persists and they are able to produce independence evidence to show that it is excessive, however they must be aware that false or frivolous allegations could result in an end to their tenancy.

Conclusion

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: June 07, 2013

Residential Tenancy Branch