



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RED DOOR HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with the tenant's application pursuant to section 62 of the *Residential Tenancy Act* (the *Act*) for an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the landlord confirmed that on October 29, 2018 they received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Since both parties confirmed that they had received one another's written evidence, I find that the written evidence was served in accordance with section 88 of the *Act*.

Issues(s) to be Decided

Should any orders be issued against the landlord requiring the landlord to take action to protect the tenant's quiet enjoyment of the rental premises?

Background and Evidence

This tenancy for a subsidized rental unit in a multi-family rental property began on February 15, 2012. The tenant's current portion of the \$1,175.00 rent for these premises is \$867.00, payable in advance by the first of each month, plus a monthly utility charge. The landlord continues to hold the tenant's \$493.00 security deposit, paid on February 13, 2012.

The tenant's application sought the issuance of an order against the landlord requiring the landlord to take measures to protect the tenant's privacy and quiet enjoyment of the premises. The tenant maintained that a surveillance camera installed by another of the landlord's tenants on this property (the neighbouring tenant) breaches their right to privacy and quiet enjoyment of the rental unit and should be removed. As support for their request, the tenant entered into written evidence photographs of the surveillance camera, as well as copies of two letters sent to the landlord, including references to Residential Tenancy Branch (RTB) Policy Guideline #6, which provides guidance to arbitrators with respect to Entitlement to Quiet Enjoyment of rental premises.

The landlord entered into written evidence documents outlining the measures taken by the landlord to resolve a dispute between the tenant and the neighbouring tenant, and to respond to the tenant's concerns about their loss of privacy and quiet enjoyment of the premises.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. The landlord agreed to make subsidized Unit 223 in this same housing complex, which becomes vacant shortly, available to both the tenant and the neighbouring tenant likely by January 1, 2019.
2. The tenant was satisfied that the action undertaken by the landlord in offering Unit 223 to both the tenant and the neighbouring tenant constituted a resolution of this matter at this time.
3. The landlord agreed to make arrangements with the tenant and the neighbouring tenant to inspect rental Unit 223 with the landlord's property manager once Unit 223 becomes vacant.
4. In the event that neither tenant accepts the landlord's offer to relocate to Unit 223, the landlord agreed to make available the next suitably sized and subsidized rental unit in this rental housing complex to both tenants.
5. In the event that neither tenant accepts the landlord's offer of Unit 223, the landlord agreed to discuss options for repositioning the neighbouring tenant's surveillance camera with the neighbouring tenant.

6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's current application and that they did so of their own free will and without any element of force or coercion.

Conclusion

To give legal effect to the settlement terms as set out above, I order the landlord to make arrangements with the tenant and the neighbouring tenant to view Unit 223 with the landlord's property manager once Unit 223 becomes vacant for the purpose of offering Unit 223 as a transfer to the tenant once that Unit is available for rent, likely by January 1, 2019.

In the event that both tenants advise the landlord within 48 hours of inspecting Unit 223, that they are interested in transferring to Unit 223, I order the landlord to allow the tenant to accept this transfer. I make this order as the tenant initiated this process by applying for dispute resolution, and is entitled to first right of refusal.

In the event that neither party accepts the landlord's offer to transfer to Unit 223, I order the landlord to make available to the tenant and the neighbouring tenant the next suitably sized and subsidized rental unit in this rental complex managed by the landlord.

In the event that neither party accepts the landlord's offer to transfer to Unit 223, I order the landlord to discuss with the neighbouring tenant options for repositioning the surveillance camera installed by the neighbouring tenant so as to minimize to the extent possible any potential breaches of the tenant's right to privacy and quiet enjoyment of the tenant's rental premises.

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: November 29, 2018

Residential Tenancy Branch