



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NORTHLAND ASSET MANAGEMENT CO.  
LIMITED and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MNDCT, RR, RP, OLC (Tenant)  
                                 OPC, FFL (Landlord)

### Introduction

This hearing occurred by conference call based on cross Applications for Dispute Resolution filed by the parties.

The Tenant filed their application November 07, 2022, seeking:

- To dispute a One Month Notice to End Tenancy for Cause (the “Notice”)
- For compensation for monetary loss or other money owed
- To reduce rent for repairs, services or facilities agreed upon but not provided
- For a repair order
- For an order that the Landlords comply with the Act, regulation and/or the tenancy agreement

The Landlord filed their application November 10, 2022, seeking:

- An Order of Possession based on the Notice
- To recover the filing fee

This matter occurred over two hearings. The matter came before me March 17, 2023, and an Interim Decision was issued March 20, 2023. The Interim Decision should be read with this Decision.

The Tenant and N.M. appeared at the second hearing. F.M., S.T. (the “Agents”) and R.U. appeared at the second hearing for the Landlord. I explained the hearing process to the parties. The parties provided affirmed testimony.

I have decided the Tenant's dispute of the Notice, Landlord's request for an Order of Possession and Landlord's request to recover the filing fee. The remaining requests of the Tenant are dismissed with leave to re-apply under rule 2.3 of the Rules of Procedure (the "Rules").

The only remaining service issue at the second hearing was service of the Tenant's evidence, which the Landlord's Agents said they received and reviewed. The Tenant did provide a Table of Contents and submissions which were not served on the Landlord and I have not considered these under rule 3.17 of the Rules.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered the admissible evidence provided. I will only refer to the evidence I find relevant in this decision.

#### Issues to be Decided

1. Is the Notice valid?
2. Is the Landlord entitled to recover the filing fee?

#### Background and Evidence

A written tenancy agreement was provided. The tenancy started August 01, 2005.

The Notice was provided. The grounds for the Notice are:

- ☒ Tenant or a person permitted on the property by the tenant has (check all boxes that apply):
  - ☒ significantly interfered with or unreasonably disturbed another occupant or the landlord.
  - ☒ seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
  - ☐ put the landlord's property at significant risk.
- ☐ Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.
- ☐ Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property
- ☒ Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the landlord.
- ☒ Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord.
- ☐ Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.
- ☒ Tenant has not done required repairs of damage to the unit/site/property/park

The Details of Cause state:

Tenant has installed a security monitoring system with cameras pointed in common and public areas, violating the right of privacy of other occupants, employees of the landlord and people passing by.

Other occupants' and employees' right of quiet enjoyment is affected as they cannot use part of the common areas without their activities being monitored.

Tenant was asked to remove the cameras on August 8, 2022 and on September 23, 2022, and to undertake the necessary exterior wall repairs after the removal of the cameras.

The Agents for the Landlord stated as follows. The Tenant installed security cameras in two locations on the outside of the rental unit without permission. The cameras invade the privacy of staff and other tenants. The installation has damaged the property because water can get in and cause mold. The cameras face public property, a garden on the property and a fire lane. Staff members are scared and feel they cannot do their job because of the cameras. The Tenant is violating the Privacy Act. Other tenants have provided letters saying they are scared due to the camera issue. The Tenant was sent letters in August and September of 2022, telling them to remove the cameras. The Tenant removed one of the cameras but not the other. The Landlord does not know who is watching the camera footage, who has access to the footage or how the footage is being kept and used.

R.U. testified as follows. Other tenants have cameras attached to their doorbell. The areas captured by the doorbell cameras depends on where the unit is. Not all tenants got permission to install their cameras because some can just be stuck to a door. No other tenants have been issued a notice to end tenancy because of their cameras. R.U. has a camera on their unit but received permission to put this up.

The Tenant stated as follows. None of the other tenants who have cameras got permission before installing them. The Tenant is being singled out. The issue is not the cameras but other issues between the parties. R.U. has a camera on their unit. The Landlord has security cameras throughout the property.

In reply, the Landlord's Agents said they do not know if there are cameras on other rental units and are looking into this issue. The Agents said they are acting on the cameras on the Tenant's rental unit because staff and other tenants are complaining about them.

I have reviewed the evidence and will refer to it below as necessary.

### Analysis

The Notice was issued under section 47 of the *Act*. The reasons for ending a tenancy under section 47 of the *Act* must be serious as shown by the language used such as “significantly interfered”, “unreasonably disturbed” and “seriously jeopardized”.

The Landlord must prove the grounds for the Notice under rule 6.6 of the Rules. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts are as claimed.

I find the Landlord did not have grounds to issue the Notice. I do not find the security camera issue serious enough to end this tenancy, which has been ongoing since 2005.

The Landlord claims there are privacy issues with the security cameras. There are no serious privacy issues with the cameras because they face areas that are completely open and viewable to the public. Anybody could see and watch the areas at issue. I cannot see how staff or other tenants have any reasonable expectation of privacy in the areas at issue. The Landlord did not provide legislation, such as sections of the Privacy Act, that they say are being violated.

Further, throughout the hearing the Landlord said other tenants have complained about the cameras. I have read the complaint the Landlord relied on. The complaint says nothing about the cameras. The complaint is about the Tenant, not cameras.

I do not accept that how the Tenant installed the cameras has seriously damaged the property. The evidence on this point simply says damage to the property could occur, not that it has. There is no convincing evidence provided showing the installation of the cameras has actually caused serious damage. I note that the Landlord had a company attend and inspect the cameras February 27, 2023, after the Notice was issued, to see if the installation caused damage to the building. This appears to be an attempt to bolster the Notice rather than to be a basis for the Notice.

From the Landlord’s evidence, it appears the Landlord is simply trying to end this tenancy because they find the Tenant hard to deal with. It also seems that there are personal issues between the Tenant and R.U. I agree with the Tenant that the cameras do not seem to be the actual issue.

The Landlord did not have grounds to issue the Notice. The Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

The Landlord is not entitled to recover the filing fee because they have not been successful in their application.

### Conclusion

The Notice is cancelled. The tenancy will continue until otherwise ended in accordance with 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 *Act*.

Dated: April 26, 2023

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Residential Tenancy Branch