

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

This hearing also dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order for the Tenant to comply with section 28(a) of the Act
- recovery of the \$100.00 filing fee under section 72 of the Act.

G.G., the owner of the rental property (the Owner) and S.L., the Owner's agent (the Agent), attended the hearing for the Landlord(s). The Landlords called witness M.M.

The Tenant attended the hearing for the Tenant. The Tenant called witness E.M.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

Both parties agree that the Tenant's Proceeding Package was personally served on the Landlords on or around September 9, 2024. I find that the Landlords were served in accordance with section 89(1) of the Act.

Both parties agree that the Landlord's Proceeding Package was personally served on the Tenant on September 26, 2024. I find that the Tenant was served in accordance with section 89(1) of the Act.

## **Service of Evidence**

Both parties agree that the Landlords were served with the Tenant's evidence in person on September 25, 2024. I find that the Tenant's evidence was served on the Landlords in accordance with section 88 of the Act.

The Tenant's evidence on a usb stick was received by the Residential Tenancy Branch on October 1, 2024 from Service BC. Thirty-one of the files were in a format not supported by the Residential Tenancy Branch and were therefore not uploaded for my consideration. The Tenant was advised of the issue via on October 2, 2024 and told that she could upload the 31 files in an accepted format using the applicant instructions link for uploading evidence and using her dispute access code. The Tenant did not re-submit the deficient evidence.

In the hearing I asked the Tenant to resubmit the evidence during the hearing or in the 24 hours after the hearing, the Tenant testified that she did not believe she could do so.

I find that the Tenant was advised of the issue with her evidence well in advance of this hearing and did not take any steps to re-submit the 31 files that were in an unsupported format. The Tenant was granted the opportunity to upload her evidence during or after the hearing and declined to do so. I find that the Tenant was provided with a fair opportunity to have all her evidence considered and elected not to produce it. Only the evidence uploaded to the Residential Tenancy Branch Dispute Management System will be considered in this application for dispute resolution.

Both parties agree that the Landlord's evidence was personally served on the Tenant on October 7, 2024. I find that the Landlord's evidence was served on the Tenant in accordance with section 88 of the Act.

## **Preliminary Matters**

The Tenant's application for dispute resolution lists the shortened version of the Owner's first name. In the hearing the Owner confirmed the spelling of his full first name. In accordance with section 64 of the Act, I amend the Tenant's application for dispute resolution to correctly state the Owner's first name.

## **Issues to be Decided**

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the Landlord entitled to an Order that the Tenant comply with section 28(a) of the Act?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

## **Background and Evidence**

I have reviewed all presented evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Evidence was provided showing that monthly rent of \$1,178.69 is due on the first day of each month.

The Tenant testified that she filed her application for dispute resolution due to 18 months of incidents with her next-door neighbours (the Neighbours). The Tenant testified that she no longer feels safe coming and going from her home. The Tenant's application for dispute resolution seeks \$2,500.00 from the Landlord for loss of quiet enjoyment.

The Agent testified that the Tenant has engaged in a campaign of provocative and conflictual behaviour against the Neighbours and has made multiple unsubstantiated allegations with a number of agencies against the Neighbours causing constant conflicts. The tenant failed to comply with a mediated solution to not engage or provoke the Neighbours. The Landlord's application for dispute resolution seeks an Order that the Tenant comply with section 28(a) of the Act.

### Tenant's submissions

The Tenant testified that the Neighbours hung laundry on her car. A video was entered into evidence which shows garments hanging on the Tenant's car but does not show who placed them there.

The Tenant testified that the Neighbours threw cigarette butts in the back of her truck. No evidence of same was entered into evidence.

The Tenant testified that on September 9, 2023, M.M., one of the Neighbours, pushed her. No evidence of same was entered into evidence. The Tenant testified that she went to the police regarding the above incident. A police incident report was not entered into evidence. The Tenant testified that she reported this incident to the Agent.

The Tenant testified that on October 11, 2023 M.M. threw water on her while she and her husband were sitting on their porch. E.A. testified that M.M. threw water on the Tenant. No documentary evidence of same was entered into evidence. The Tenant testified that she reported this incident to the Agent.

The Tenant testified that on October 30, 2023 M.M. threw dirt on her. The Tenant entered into evidence a video showing dirt on her patio. The video does not show anyone throwing dirt. E.A. testified that M.M. threw a planter with dirt at the Tenant. The Tenant testified that she reported this incident to the Agent.

The Tenant testified that after the above incidents, she purchased a security camera in July of 2024. The Tenant testified that J., one of the Neighbours came onto her porch and moved the camera. A video of same was entered into evidence. In the video J. can be seen moving the camera so that it does not point at the Neighbour's front door.

The Tenant testified that on July 31, 2024 she and her husband (E.A.) were unloading their truck and M.M. came out and called them fucking losers. The Tenant entered into evidence a video of E.A. and the Tenant unloading the truck. M.M. can be seen on his patio, it appears that he may have said something; however, the video does not have audio so its not clear what if anything was said. The Tenant confirmed that her security camera does not have a microphone and does not record sound.

The Tenant testified that on one occasion when she was returning home, M.M. came onto his patio and blew an air horn which frightened her and her dogs. E.A. testified that M.M. blew his airhorn at the Tenant. The Tenant entered into evidence a video of M.M. coming onto his patio holding a bull horn while the Tenant returned to her unit.

The Tenant testified that M.M. has told her to "lock her doors". The Tenant testified that she told the police and they said that because M.M. did not touch her there is nothing they can do and that she should tell the Landlord. The Tenant testified that she reported this to the Agent.

The Tenant testified that she told the Agent that she had a brain tumour and shortly after M.M. started taunting her about it. The Tenant testified that the taunting has continued through September 2024. The Tenant testified that on August 3, 2024 the Neighbours put up a poster in their window about the warning signs of having a brain tumour. The Tenant testified that the Agent came over and removed it but the Tenants put up another one inside their window and have refused to remove it. The Tenant testified that the police said there is nothing they can do about it because the poster is in the Neighbours living room and does not make reference to the Tenant.

The Tenant testified that since then she has served notice to the Landlord to stop the harassment but it has continued and that there have been 5-7 incidents since then. The Tenant testified that she does not go out on the porch for fear of having something thrown at her.

The Tenant testified that on August 28, 2024 she had to walk along a common pathway to get to her truck and that the Neighbour's child's bike was in the way so she moved it so she could get by. The Tenant testified that J. came out yelling at her for moving the bike and put it back on the common walkway. The Tenant entered into evidence a video

showing the Tenant throwing a child's bike under the Neighbours porch and J. coming out, saying something and returning the child's bike to its previous location.

The Tenant testified that she has never responded to the verbal attacks she receives from the Neighbours. The Tenant testified that she is not provoking the Neighbours.

The Tenant testified that on October 1, 2024 a guest of the Neighbours was parked in their parking spot for 30 minutes. No documentary evidence showing same was entered into evidence.

The Tenant testified that one of the Neighbours is frequently high on hard drugs. In support of this testimony the Tenant entered into evidence a video of one of the Neighbours on his patio in a bent over position at night.

The Tenant testified that J. throws out his coffee near her vehicle so she has to drive through it. No documentary evidence showing same was entered into evidence.

The Tenant testified that J. once did renovations past 9pm. A video showing someone at night sweeping was entered into evidence.

The Tenant testified that she had an anonymous call about her animals placed to the SPCA which she suspects was the Neighbours.

The Tenant testified that she has not directly spoken to the Neighbours since March of 2023.

#### Landlord submissions

The Agent testified that of the 46 incidents identified in the Tenant's evidence package, 23 were never reported to the Landlord. The Agent entered into evidence a spreadsheet showing 47 interactions between the Landlord and the Tenant and the Landlord and the Neighbours between May 12, 2017 and August 28, 2024. The spreadsheet sets out the date of the incident, who reported it, who it was reported to, the details of the report and the action taken by the Landlord. Many of the reported issues in the table relate to maintenance and other issues.

The following is a reproduction of the spreadsheet showing only incidents between the Tenant and the Neighbours from May 21, 2022 to August 28, 2024:

Date	Reported By	Details	Actions
May 21, 2022	M.M.	Saw [M.M.] while I was leaving. Came to say that he doesn't know what [The Tenant's] problem is, but he had just asked her to stop	No action listed

		telling the kids where they can and can't play. Said the way she talks to them, she scares the kids.	
June 3, 2022	M.M.	Heard [M.M.] and [Tenant] yelling. Saw [Tenant] leading her dog out of [M.M.'s] garden.	[Tenant] as she was leading her dog out of the garden, said that [M.M.] can't talk to me like that, that her dog needs to go bathroom. Told [Tenant] that she had already been told that they don't have access to the garden. [M.M.] screamed, "what the hells wrong with you, taking your dog to shit where kids play..get out!". Told [M.M.] that even though he had a right to tell [Tenant] to leave, he should moderate his voice.
June 4, 2023	M.M.	[M.M] came to say that he was upset with himself because the [Tenant] was swearing around the kids. He said he asked that she not swear around the kids, that she became aggressive to the point that he told her to "just fuck off". He was upset that he let her provoke him into swearing in front of his kids.	No response listed
June 13, 2022	[C.]	[C.] came to say that she was concerned with the way the [Tenant] was yelling at the kids. Said that she told the kids from the next apartment building that they are not allowed in the complex. That she was concerned because her kid was with them.	Told her that there is no such rule and that her daughters friends are welcome in the complex.
July 2, 2022	[K.]	[K.] came to say that she saw the [Tenant] telling the kids to move away from her place because they were making too	No response listed

		much noise. Said she didn't want to say anything to her because "shes' always angry that woman".	
July 8, 2023	[M.M.]	[M.M.] came to say that the Tenant and her visitor were sitting on their porch making comments about his haircut. They are talking loud enough to make sure I hear, comments like "some people don't know how fucking stupid they look". He said that when he told them to "grow up, both [the Tenant] and her daughter started ranting at him, said he just told them to "grow up".	Asked if I should speak to her, he replied "not worth it, it's just stupidity.
August 22, 2023	[J.]	[J.] came to mention that had to intervene in a conflict between [the Tenant] and his visitor. Said his visitor was upset at her making comments about "the type of people they invite". Said that when the visitor asked [the Tenant] what she means by that, she became aggressive and said "I'm not talking to you". His visitor ended up telling her to "shut the fuck up". Said he told his visitor to go inside and tried to apologise to [the Tenant], but that she just kept saying "No [J.], No, don't speak to me".	Asked what he would like me to do. He said he knows [the Tenant] likes to make complaints and just wanted me to know the story.
August 28, 2023	[Tenant]	[Tenant] sent an email saying [J.] abused her because she had to move kids bike and couldn't pass.	Met with [J.], he was really angry. Said [the Tenant] was throwing the kids bike against the wall. Said he told her that it was not the way to handle other people's property, especially kids stuff. Said she started to lecture him on the commonspace rules.

			Said "you can't talk to that woman" and said he lost his temper and swore at her. Warned him that he had made an agreement to not interact with her. He replied that since she had broken the agreement by calling CPS, he's not going to just let her act the way she acts.
September 10, 2023	[J.]	[J.] came to say that [the Tenant] keeps parking their car on the path to stop them passing by the back of their car. Said he asked them to leave them space. Said that [the Tenant] became angry and told him that they can walk around the front of the cars. He pointed to [the Tenants] plants saying even if we walk around the front of the cars, she has the entrance to our unit full of plants.	Spoke to [E.A.] and asked if he would move his Jeep back off the path and to move the plants to keep the path clear.
October 11, 2023	[M.M.]	[M.M.] reported that he had a visit from RCMP. Apparently [the Tenant] called them saying [M.M.] threw water on her. Said that he explained to the RCMP that he did not interact at all with [the Tenant] and definitely didn't throw water on her. Said he told them that [the Tenant] is constantly looking to cause trouble. Said that the RCMP officer told him that his neighbour was known to them.	Asked [M.M.] to not respond to any provocation and to not interact with her.
October 19, 2023	[M.M.]	Sent an email with videos showing [the Tenant] kicking over plants.	Thinks [the Tenant] threw the pot as he heard something hit the wall.

<p>October 30, 2023</p>	<p>[Tenant]</p>	<p>[The Tenant] reported that [M.M.] had thrown dirt on their porch.</p>	<p>Asked if they had video, no. [M.M.] arrived later to say [the Tenant] had called the RCMP again and was claiming he threw dirt on their porch.</p> <p>Said that this is absolutely crazy and that she was the one kicking over the plants earlier. Asked if he had video, he sent a video from earlier the day (and one from 2 days before) showing [the Tenant] kicking over plant pots. Asked him if he was prepared to have a sit down mediation meeting with [the Tenant and E.A.] as these incidents are disturbing.</p> <p>Told him that the meeting would be for both parties to agree to not talk or interact with each other. He agreed saying that is all he has ever wanted and he just wants her to leave them alone.</p>
<p>November 4, 2023</p>	<p>[The Tenant and E.A.]</p>		<p>Met with [the Tenant and E.A.] telling them that these conflicts between them and [the Neighbours] had to stop, that they need to stop talking or interacting with either [of the Neighbours]. That if this agreement is broken, then there will be no option but to take administrative actions. Told them that [the</p>

			Neighbours] had both agreed to this. [The Tenant and E.A.] agreed saying they have no wish to talk to their neighbours.
July 29, 2024	[J.]	[Tenant] sent video of Josh moving their camera.	Spoke to [J.] about the video. He admitted that he is tired of them monitoring their movements. Told him that once [M.M.] signs over his camera to [the Owner], we will give [the Tenant] official notice to move the position of their camera. He said that he moved the camera after asking [E.A.] many times to stop invading their privacy by monitoring them and their visitors coming and going. He said that he was aware of the RCMP told them to not point the camera at their door. Told him he should have been patient and wait until we add [M.M.'s] camera to the complex system. Told that we understand his frustration, that a better option is to discuss with us.
August 3, 2024	[Tenant]	Email received saying [the Neighbours] has put up a poster with information about the symptoms of brain tumors.	Removed the poster, no one home.
August 5, 2024	[Tenant]	Email received saying [the Neighbours] has put poster back up in their window.	Spoke with [M.M.] and has no more tolerance for [Tenant's] behaviour asked him to remove the poster. He said that it's inside his home and that

			he wants [the Tenant] to realize why she behaves so aggressively. Told him that it's provocative and that if it causes a conflict, he will receive a warning. He said "at this point, I don't care. I just want her to leave us alone".
August 5, 2024	[M.M.]	[Tenant] said she called RCMP because [M.M.] blew a horn.	[M.M.] said no RCMP arrived this time, she must have them on speed dial. Said he was changing the batteries in a megaphone and that "of course she thinks it's about her"
August 28, 2024	[J.]	[J.] reported that he had just had another conflict with [the Tenant]. Said he heard something banging against the wall. Went outside and saw [the Tenant] throwing the kids bike under the stairs. Said he told [the Tenant] that that's no way to treat other people's property. She replied that it's common space and you need to keep it clear. He said that when he told her that that was no reason to mishandle the kids things, she told him to go away. He said that she needs to stop with her attitude.	Received an email from [the Tenant] saying that [J.] abused her by cursing at her. - Looks like [J.] has not more tolerance after the reporting to CPS. Will propose a mediation meeting between [the Tenant and the Neighbours]

The Agent testified that they took action to investigate each incident and asked for each party to provide proof of their allegations. The Agent testified that the RCMP took no action against the Neighbours for any of the calls made by the Tenant. The Agent testified that the feedback he received from the RCMP was that there wasn't enough proof to lay charges.

The Agent testified that in 2023 the interactions between the Tenant and the Neighbours were becoming more frequently problematic. The Agent testified that neither party could prove who said what and it was clear that they had a low tolerance for each other. The Agent testified that on November 4, 2023 the Tenant and the

Neighbour were offered mediation, and both parties agreed to have no contact with each other. The Agent testified that he made it clear to both the Tenant and the Neighbours that if they cannot abide by the agreement not to interact with each other additional steps would be taken including written warnings. The Agent testified that things went smoothly for about a year when the conflict re-ignited.

The Agent testified that the Tenant took her dog to poo in the Neighbour's yard and this started an argument because M.M. did not want the Tenant's dog to poo in his yard where his children play. The Agent testified that the Tenant's tenancy agreement does not grant her use or access to the Neighbour's yard. The tenancy agreement entered into evidence does not state that a yard is included in the agreement. The Agent testified that there was Landlord intervention after this incident.

The Agent testified that most of the disputes between the Tenant and the Neighbours are trivial and about items blocking passageways. The Agent testified that no evidence of assault was ever provided by the Tenants and the RCMP took no action.

The Agent testified that the Tenant's plants were blocking the passageway as was the Tenant's Jeep. The Agent testified that he asked the Tenant to move the above items. The Agent testified that M.M. was worried that if his kids touched the above items, the Tenant would scream at them.

The Agent testified that there is lots of evidence that the Tenant is targeting the Neighbours. The Agent testified that the Tenant has conversations with others in front of the Neighbours about the Neighbours and says highly proactive things and then turns around and claims harassment when the Neighbours respond. The Agent testified that one such time the Tenant said in front of the Neighbours that "some people shouldn't be allowed to have kids".

The Agent testified that the Tenant provoked the Neighbours by throwing the child's bike rather than moving it gently.

The Agent testified that the RCMP told the Tenant to move her security camera so that the Neighbours front door was not captured in the image. The Agent testified that the Tenant did not do so which led to J. angling the Tenant's security camera away from the door. The video entered into evidence shows same.

The Agent testified that the Tenant made unsupported allegations of drug use against the Neighbours based on the one of the Neighbours being bent over on his deck. The Agent testified that the video entered into evidence showing one the Neighbours being bent over goes with the renovation video entered into evidence. The Agent testified that the Neighbour was bent over doing reno work. The Agent testified that the Tenant has provided zero evidence of drug use.

The Agent testified that he is not sure what else the Landlord can do, they each say it's the other with no video evidence to support what they say.

The Agent testified that in October of 2023 the Landlord had 2 security cameras cover the parking lot and neither captured the alleged dirt and water throwing incidents. The Agent testified that the Neighbours granted the Landlord access to their cameras and no evidence of water or dirt being thrown were seen.

The Agent testified that the Tenant is aggressive to others and to children. The Agent testified that the Tenant told him that her aggression has nothing to do with her medical condition.

The Agent testified that in the tenancy agreement is an FOI clause which allows the RCMP to share information with the Landlord in limited circumstances. The Agent testified that the RCMP confirmed that there was no evidence of the Neighbours being violent or aggressive.

The Agent testified that an anonymous person called CPS on the Neighbours, and the Neighbours believe this to be the Tenant. The Agent testified that when CPS arrived no issues were found.

The Agent testified that the videos entered into evidence by the Tenants show that the Tenants are spying on the Neighbours. Several videos entered into evidence show the coming and going of different people from the Neighbours' home.

The Agent called M.M. as a witness. M.M. testified that after each complaint the Tenant has levied against himself and J., the Agent has come and talked to him about it. M.M. testified that he got in a screaming match with the Tenant about the Tenant bringing her dogs to his hard to do their business.

M.M. testified that he has never thrown water or dirt at the Tenant and has not otherwise assaulted the Tenant. M.M. testified that the Tenant has called the RCMP on him several times and that they told him that they have to show up because they were called but no further action is required.

M.M. testified that he learned about the Tenant's health condition from her son when he was visiting. M.M. testified that the Tenant's son apologized for the Tenant's actions. M.M. testified that he put the poster up in his living room window after she was aggressive to him. M.M. testified that the poster lists symptoms of brain tumours including aggression and that hopefully she would see it and gain some self awareness. M.M. testified that there is no identifying information on the poster and he got it from a brain tumour website and he is spreading awareness. M.M. testified that there is no clause in the tenancy agreement banning the poster. M.M. testified that he never spat on the Tenant's vehicles.

## Tenant Response

The Tenant testified that she complied with the November 2023 mediation and that it was the Neighbours who have breached it.

The Tenant testified that she never screamed at children. The Tenant testified that she reported everything. No documentary evidence showing any written communications with the Landlords were entered into evidence.

The Tenant testified that he RCMP told her to move her camera away from the Neighbour's front door, and she did.

The Tenant testified that she didn't know that the lawn she let her dogs use to relieve themselves was for the exclusive use of the Neighbours.

The Tenant testified that her son would never tell the Neighbours about her health condition but did go over there to get a tattoo. The Tenant testified that she doesn't have a brain tumour but a Chiari malformation and that this does not cause aggression.

## **Analysis**

Section 28 of the Act states that a tenant is entitled to quiet enjoyment including, but not limited to, reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the rental unit and use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Policy Guideline 6 states that a landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance but failed to take reasonable steps to correct these.

Based on the evidence provided by both parties, I find that the Tenant and the Neighbours have acted inappropriately towards each other. One of the Tenant's video shows that the Tenant threw a child's bike belonging to the Neighbour rather than moving it so as not to cause damage. I find that this was provocative. I find that the Neighbours responded poorly and yelled in response at the Tenant and moved the bike back to common property which was also inappropriate. The bike should not have been left on a common walkway.

I find that the Tenant has not proved, on a balance of probabilities that M.M. has assaulted her or thrown water or dirt at her as M.M. has denied this testimony and no other documentary evidence to prove the Tenant's testimony was entered into evidence. I find that the video showing dirt on the Tenant's patio does not prove that M.M. is responsible, just that dirt is on the Tenant's patio.

I find on a balance of probabilities, that M.M. sounded his bullhorn in the presence of the Tenant. Based on the video, I am not able to ascribe the intent of M.M. at that time.

I find it unlikely that the Tenant, after many years residing at the rental property, did not know the lawn she took her dogs to go to the bathroom on was for the exclusive use of the Neighbours. I find that taking her dogs to poo on the Neighbour's lawn was intended to provoke the Neighbours, which it did. I find that the Neighbours did not respond appropriately and that yelling and swearing is inappropriate in this situation.

I find on a balance of probabilities that the Tenant and the Neighbours have exchanged profanities. I find that neither the Tenant nor the Neighbours interacted with each other with clean hands and are each responsible for their deplorable actions. I find, on a balance of probabilities, that the Neighbours have called the Tenant names and that the Tenant has made insulting comments about the Neighbours in front of them. I find the fact that the insults were said in front of the Neighbours rather than directly do the Neighbours to be of little import. Offence was meant and offence was taken.

I find that the videos entered into evidence to prove that the Neighbours verbally assaulted the Tenant and E.A. without provocation are of limited probative value as the words exchanged or not exchanged cannot be heard.

Based on the testimony of both parties and M.M., I find that M.M. placed the poster in his window to negatively impact the Tenant. I accept the Tenant's testimony that the Neighbours have made derogatory comments to her about her health condition. I find that this is reprehensible conduct and should cease immediately and the poster should be removed.

Based on the testimony of the Agent and M.M. I am satisfied that after the Tenant complained to the Agent about the Neighbours or vice versa the Landlord intervened and spoke with the Neighbours and or the Tenant to bring down the temperature and to determine what further steps, if any were needed.

Based on the testimony of both parties I find that in November of 2023 the Landlord brokered a mediation between the Tenant and the Neighbours in which both agreed to have no contact with the other. Based on the Landlord's spreadsheet, I find that this mediation was successful for approximately 9 months before conflict again arose between the Tenant and the Neighbours.

I find that since conflict re-appeared the Landlord has spoken with both the Tenant and the Neighbours on several occasions and has tried to obtain proof of each's version of events and when no proof was provided, discussed another mediation prior to these applications for dispute resolution being filed.

I find that Tenant and the Neighbours have put the Landlord in a difficult position as neither the Tenant nor the Neighbours have behaved reasonably to the other, each accusing the other of various untoward actions. I find that the Landlord has taken

reasonable steps to resolve the conflict between the Tenant and the Neighbours but the conduct of each has caused the Landlord's efforts to fail. As I have determined that the Landlord acted reasonably, I find that the Landlord has not breached the section 28 of the Act. The Tenant's application for an Order for the Landlord to comply with the Act is therefore dismissed without leave to reapply. As the Tenant failed to prove that the Landlord breached the Act, the Tenant's monetary claim fails and is dismissed without leave to reapply.

Section 28(a) of the Act states that a tenant is entitled to quiet enjoyment including, but not limited to, reasonable privacy. All of the video evidence uploaded by the Tenant shows that their security camera faces the Neighbour's front door. Both parties testified that the RCMP instructed the Tenant to move her camera so that it does not record the Neighbour's front door. From the video evidence, it is clear that the Tenant did not move her camera so that it did not record the Neighbour's front door and so J. moved it himself. I find that in aiming the security camera at the Neighbour's front door and refusing to move it after being instructed to do so by the RCMP and the Agent, the Tenant breached the Neighbours' right to privacy under section 28(a) of the Act. The Tenant is ordered to move her security camera so that the Neighbour's front door is not recorded.

As the Landlord was successful in their application for dispute resolution, I find that the Landlord is entitled to recover the \$100.00 filing fee from the Tenant, under section 72 of the Act.

## Conclusion

The Tenant's application for dispute resolution is dismissed without leave to reapply.

The Tenant is ordered to comply with section 28(a) of the Act.

I grant the Landlord a Monetary Order in the amount of **\$100.00** under the following terms:

Monetary Issue	Granted Amount
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$100.00</b>

The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia

(Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

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: October 17, 2024

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Residential Tenancy Branch