



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RAMCO  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC

### Introduction

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

- an order to cancel the landlord's One Month Notice To End Tenancy for Cause (the "One Month Notice"); and
- an order for the landlord to comply with the *Act*, regulations or the tenancy agreement.

The landlord's agent (the "Landlord") and the tenant appeared at the teleconference hearing and gave affirmed testimony. The tenant appeared with a friend who was given authorization by the tenant to speak on her behalf as an advocate. During the hearing the landlord and tenant were given a full opportunity to be heard, to present sworn testimony and make submissions.

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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. The landlord agrees to withdraw the One Month Notice dated March 9, 2017 and the tenancy will continue until it ends in accordance with the *Act*.
2. The tenant agrees that she will not smoke in the rental unit including on the balcony.
3. The parties agree that term #2 above is a material term of the tenancy agreement.

4. The parties agree that if the tenant fails to comply with term #2 above, the landlord is entitled to take steps to end the tenancy in accordance with the *Act* for breach of a material term.
5. The parties agree that the tenant is permitted to smoke on the property outside the building.
6. The parties agree that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The advocate indicated that she did not feel that the tenant should agree to the terms set out above. The advocate indicated that she felt that the tenant was agreeing under duress given that the tenant was facing a possible eviction. The tenant responded to the advocates concerns by repeatedly insisting that she fully understood the terms of settlement; that she wanted to agree to the terms; and that she was doing so freely and voluntarily without any duress. The tenant indicated that she was in the process of quitting smoking and that she did not want to disturb any occupants in the building by smoking in her unit. The advocate was offered the opportunity to speak to the tenant privately about her concerns each time they were raised by the advocate during the hearing. The advocate turned down each opportunity that was offered.

### Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

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: April 27, 2017

---

Residential Tenancy Branch