



# Dispute Resolution Services

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## Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding TERRA PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

### **DECISION**

Dispute Codes MNDC, OLC

#### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62.

The landlord's agent ("landlord"), the tenant, and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was the senior property manager for the landlord company named in this application and that she had permission to speak on its behalf as an agent at this hearing. The tenant confirmed that her advocate had permission to speak on her behalf at this hearing. This hearing lasted approximately 21 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant's advocate confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

In the below settlement agreement, references are made to the "tenant's neighbour," who is identified by his rental unit number on the cover page of this decision.

#### Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant confirmed that she would not pursue her monetary application for \$2,000.00, at this hearing or anytime in the future at the Residential Tenancy Branch, against the landlord regarding smoking by the tenant's neighbour;
2. The landlord agreed to monitor the tenant's neighbour and inspect his rental unit twice per month, in order to ensure that he does not smoke in his rental unit or at the rental property;
3. The landlord agreed to issue a written letter to the tenant's neighbour and his brother in order to advise that the tenant's neighbour is not entitled to smoke inside the rental unit or at the rental property;
4. The tenant agreed to live peacefully at the rental building and to respect the tenant's neighbour's right to quiet enjoyment by avoiding fights with him and avoiding banging on her walls;
5. The tenant agreed that if there is an issue with the tenant's neighbour, the tenant will report it to her advocate who will then request a meeting with the landlord, the tenant and the tenant's advocate in order resolve the issue;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

#### Conclusion

I order both parties to comply with the above settlement terms.

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 13, 2018

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Residential Tenancy Branch