



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This is an application to void a Mutual Agreement to End Tenancy.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not a Mutual Agreement to End Tenancy was signed under duress, and whether or not to cancel that agreement.

Background and Evidence

The applicant testified that:

- She did sign a Mutual Agreement to End Tenancy, however she feels that she signed it under pressure.
- On the day that the landlord presented the Mutual Agreement to End Tenancy to her, they were standing outside the rental home when a man in a truck came roaring up, got out of the truck and stood there staring.
- She felt intimidated and therefore she signed the agreement.
- She therefore is asking at the agreement be canceled and that the tenancy continues.

The respondent testified that:

- The tenant fully understood the Mutual Agreement to End Tenancy, and signed it of her own free will.
- There was never any pressure put on the tenant to sign the agreement, and in fact, she seemed pleased that she would be getting a month and a half before having to vacate.
- The gentleman that came in his truck at the time of the signing was simply there to look at the rental unit for possible purchase.
- Neither the gentleman nor I exerted any pressure on the tenant whatsoever.
- He therefore requests that the Mutual Agreement to End Tenancy be upheld and requests that an Order of Possession be issued.

Analysis

It's my finding that the applicant has not met the burden of proving that she signed this Mutual Agreement to End Tenancy under duress.

The tenant has admitted that neither the landlord nor the person who came in the truck ever made any threats, or act in any aggressive manner whatsoever.

It is my finding therefore that this is a valid Mutual Agreement to End Tenancy and I will not cancel it. This tenancy therefore ends on June 30, 2013 at 12 noon.

Conclusion

This application is dismissed in full without leave to reapply and at the request of the landlord I have issued an Order of Possession for 12 noon June 30, 2013.

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: June 27, 2013

Residential Tenancy Branch