



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC CNR MNDC O

Introduction

This hearing convened pursuant to two applications by the tenants. In the first application, filed August 7, 2015, the tenants sought to cancel a notice to end tenancy for cause and monetary compensation of \$1,800.00. In their second application, filed September 4, 2015, the tenants sought to cancel a notice to end tenancy for unpaid rent and monetary compensation of \$4,000.00. The tenants and the landlord participated in the teleconference hearing.

Preliminary Issue – Settlement Agreement

The landlord submitted a copy of a signed agreement between the parties dated September 13, 2015. According to the agreement, the landlord would pay the tenants \$370.00 and waive rent for September and October 2015; and the tenants agreed that they would withdraw their application filed September 4, 2015, make no further claims against the landlord and vacate the rental unit on or before October 31, 2015. The agreement is signed by the landlord and the tenants, as well as two other witnesses. On both pages of the agreement, a handwritten statement has been added to indicate that the female tenant “is coherent at this time.” On the first page the statement appears to be signed by the landlord, and on the second page by one of the two witnesses.

In the hearing the tenants stated that they were pressured to sign the document. They stated that the female tenant has epilepsy and the male tenant has a head injury. They stated that they believed the agreement was not valid, because they did not have any of their own witnesses present, only the landlord’s witnesses.

The landlord stated that, as confirmed by the witnesses, the female tenant was “coherent” at the time of signing the agreement. The landlord stated that the agreement was her well-intentioned effort to resolve the situation in the best way possible.

Upon consideration of the evidence, including the testimony of the parties, I find that the settlement agreement is valid. The tenants are co-tenants under the agreement, so even if one of the tenants signed the agreement they both would be bound by it. The tenants did not provide sufficient evidence to establish that they were coerced or put under duress to sign the agreement. Further, they did not provide any evidence that the male tenant was not mentally capable of understanding and signing the agreement on that date.

I therefore find that the tenants are bound by the settlement agreement, they may not pursue any further claims against the landlord and they must vacate the rental unit by October 31, 2015.

Conclusion

The tenants’ applications are dismissed.

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: October 21, 2015

Residential Tenancy Branch

