



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, RP, RR

### Introduction

These hearings took place in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on December 10, 2015. The Tenant applied for the following issues: for monetary compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulations or tenancy agreement; for the Landlord to comply with the Act, regulations or tenancy agreement; for the Landlord to make repairs to the rental unit; and to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The original hearing took place on January 14, 2016 and was adjourned because the time limit set for that hearing had been reached. The first reconvened hearing took place on March 9, 2016 and was adjourned again for the same reason. During that hearing the parties confirmed that the Tenant had been served with a two month notice to end tenancy for the Landlord’s use of the property to end on March 31, 2016. The Tenant explained that she had accepted the notice to end tenancy and confirmed that the only issue to be determined on her Application was her claim for monetary compensation.

The parties were issued with two Interim Decisions which should be read in conjunction with this Decision. In the second Interim Decision, the parties were instructed to provide additional photographic evidence in relation to a portion of the Tenant’s monetary claim. Apart from this, no further evidence was permitted.

However, before the third reconvened hearing of April 27, 2016, I received a document from the Landlord on April 5, 2016 indicating that the parties had mutually agreed to settle the Tenant’s Application between them. The Landlord provided a document signed by both parties which indicated that: the Tenant was being given an extension of time to vacate the rental unit (the end of April 2016) as opposed to the vacancy date on the two month notice to end tenancy for the end of March 2016; in

exchange for this the Landlord agreed not to seek an Order of Possession to end the tenancy for March 2016 and give to the Tenant free rent for April 2016. The parties then visited the Service BC office together to submit this document on April 5, 2016.

However, on the same date, the Tenant also submitted a document via the Service BC office, stating that the above agreement made with the Landlord was made under duress as the Landlord was bribing her to cancel the hearing. The Tenant then submitted another document on April 11, 2016 to the Residential Tenancy Branch using her Advocate's fax machine writing that while she had submitted a written contract agreeing to terminate her claim against the Landlord, she had been coerced into it and wanted to know if there was a remedy to renew the claim. The Tenant stated that she did not have a contact number and requested contact from me by email.

I examined the electronic records relating to the Tenant's file and the status of the file shows that it was still scheduled to continue to take place on April 27, 2016. There was no record of the Tenant phoning in to officially cancel the Application, even though the documents provided to the Residential Tenancy Branch gave a clear indication that the hearing had been cancelled by the Tenant.

Out of an abundance of caution and based on the additional evidence the parties had provided prior to the third reconvened hearing regarding the cancellation of this file, I dialed into the hearing scheduled to take place on April 27, 2016 at 9:00 a.m. However, despite leaving the conference call telephone line open for ten minutes, there was no appearance by any of the parties and the conference call was terminated.

### Analysis and Conclusion

The parties have provided me with a document which clearly informs that the parties have reached an agreement to settle the Tenant's monetary claim outside of the dispute resolution process. This involves free rent to the Tenant and is signed by both parties.

The Tenant indicated that she signed this agreement under duress, but fails to provide sufficient evidence of how the Landlord forced her into signing the document agreeing to receive additional compensation and/or what alleged improper pressure or means the Landlord used to make the Tenant appear at the Service BC office together to submit that agreement.

In addition, I am unable to determine if the Tenant benefited from the agreement she signed with the Landlord to obtain free rent in exchange to cancel her Application as neither party appeared at the hearing. Neither was I able to contact the parties at the

time of the scheduled hearing because the Tenant had not provided a telephone contact number. In any event, I am not able to communicate with any party by email or have contact with a party in the absence of the other.

Therefore, based on the foregoing, I am only able to conclude that the parties have agreed to settle this matter outside of the dispute resolution process and the Tenant has cancelled her Application. As a result, I find the Tenant does not have leave to re-apply. This file is now closed.

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, 2016

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Residential Tenancy Branch