



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, OLC, OPB, FF

### Introduction

In the first application the tenant seeks to render void a fixed term tenancy agreement arguing that she had been forced to sign it and to dispute the rent increase resulting from that tenancy agreement.

In the second application the landlord seeks an order of possession pursuant to the terms of the tenancy agreement.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

It is clear from the written tenancy agreement that only the corporate party is the tenant's landlord.

### Issue(s) to be Decided

Was the tenant forced or coerced to sign the most recent tenancy agreement?

### Background and Evidence

The rental unit is a one bedroom apartment in a 220 unit apartment building.

The tenant moved in June 1, 2015 under a one year fixed term tenancy agreement (the 2015 agreement).

At or near the end of that agreement the parties entered into another one year fixed term tenancy agreement effective June 1, 2016 (the 2016 agreement). The terms of that agreement required the tenant to vacate the rental unit at the end of the tenancy May 31, 2107.

The 2016 agreement also increased the rent from \$1300.00 per month to \$1375.00.

With the expiry of the 2016 agreement the landlord is offering the tenant another one year fixed term tenancy agreement at a rent of \$1500.00.

The tenant testifies that her 2015 agreement did not require her to vacate the rental unit at the end of the term. She says that with the expiry of that agreement the tenancy should have converted to a month to month tenancy at the same rent but the landlord would not agree.

She says she was forced to sign it. The landlord's representative Ms. O.C. told her that she must sign it or move out or be evicted. She says she told Ms. O.C. that her tenancy should carry on as a month to month tenancy after the expiry of the 2015 agreement but Ms. O.C. told her she no longer had that option.

The tenant wanted to check her rights but did not because she was travelling.

Ms. O.C. for the landlord testifies that the 2015 agreement required the tenant to vacate the rental unit at its end. It did not provide that the tenancy automatically or by default continue on any basis after the one year fixed term. She denies that any force or coercion was applied to the tenant.

### Analysis

Neither party submitted a copy of the 2015 agreement to show what was to occur on its expiry: whether the tenancy continued on a month to month basis as provided by s. 44(3) of the *Residential Tenancy Act* or whether the tenant was obliged to move out.

It is to be noted that Ms. O.C. says a copy of the 2015 agreement was provided to the tenant within two weeks after it was signed, yet it is apparent that prior to signing the 2016 agreement the tenant was requesting a copy of the 2015 agreement from the landlord and it was not provided.

I need not make a determination about the terms of the 2015 agreement. Even if the 2015 agreement provided that at the end of its term the tenancy continued on a month to month basis, the tenant signed the 2016 agreement without being forced or coerced.

The correspondence from Ms. O.C. to the tenant indicates that the offer of the 2016 agreement was Ms. O.C.'s "only option." I do not read the correspondence to indicate it was the tenant's only option.

The tenant states that in the end she signed the 2016 agreement because she did not want to upset the building manager or people running the building. She hoped everything would go away. She states that it was when the 2016 agreement expired and the landlord offered a new fixed term tenancy but at a significantly higher rent, she decided to object.

The tenant had an opportunity to determine her rights by seeking advice either from a lawyer or from the Residential Tenancy Branch. Had she not signed the 2016 agreement the landlord would have been required to produce the 2015 agreement to obtain an order of possession. If that agreement converted the tenancy to a month to month tenancy after the end of its fixed term, an order of possession would have been refused.

I cannot agree that the tenant was forced to sign the 2016 agreement. It is a binding agreement and brought the tenancy to an end May 31, 2017.

Conclusion

The tenant's application must be dismissed. As this tenancy has ended pursuant to the terms of the 2016 agreement, the landlord will have an order of possession effective the end of June 2017.

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 26, 2017

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Residential Tenancy Branch