



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **LRE, OLC, FFT**

Introduction

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

- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. In accordance with the *Act*, Residential Tenancy Rule of Procedure 6.1 and 7.17 and the principles of fairness and the Branch's objective of fair, efficient and consistent dispute resolution process parties were given an opportunity to make submissions and present evidence related to the claim. The parties were directed to make succinct submissions, and pursuant to my authority under Rule 7.17 were directed against making unnecessary submissions or remarks not related to the matter at hand.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

At the outset of the hearing the tenant confirmed they have vacated the rental unit and withdrew the portions of their application pertaining to an ongoing tenancy.

Issue(s) to be Decided

Is the tenant entitled to any of the relief sought?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The parties agree on the following facts. This fixed-term tenancy originally began on June 1, 2020 and was subsequently renewed for another period from June 1, 2021 to May 31, 2022. Monthly rent during the tenancy was \$2,200.00 payable on the first of each month.

The parties signed a Mutual Agreement to End Tenancy on May 16, 2022 which provides an end of tenancy date of May 31, 2022. The tenant testified that they signed the Mutual Agreement unknowingly and did not intend to end the tenancy on these terms. The tenant confirmed that when presented with the Mutual Agreement by the landlords they hand wrote a clause to state "The tenant agrees to vacate the above named premises/site unless tenant purchases before then). The additional clause is initialled by the parties. The tenant vacated the rental unit by May 31, 2022 ending the tenancy.

The tenant now seeks an Order of compliance and explains that they are seeking a monetary award from the landlord for what they feel was a breach of the Act, regulations and tenancy agreement.

The tenant gave lengthy testimony which occupied most of the hearing. The tenant made reference to earlier discussions with the landlord about the possibility of purchasing the rental unit, the tenant's family's wealth and means, ongoing personal injury litigation, the cleanliness of the rental unit, the deterioration of their relationship with the landlords, the tenant's status as a realtor, and the tenant's love of the rental property.

The tenant submits that they did not intend to sign the Mutual Agreement and did so unknowingly and under duress. The tenant testified that it was a chaotic time when they were presented with the document, how they had recent deaths in the family and they only realized after the fact that they did not intend to sign a Mutual Agreement.

Analysis

Pursuant to Residential Tenancy Rule of Procedure 6.6 the onus to establish their claim on a balance of probabilities, lies with the applicant.

The tenant was given a full opportunity to make relevant submissions in support of their claim. The tenant also submitted into documentary evidence 8 pages of typewritten submissions and various other documentary materials including correspondence, witness statements and photographs. Pursuant to my authority under Rule 6.1 and 7.17 the tenant was cautioned repeatedly to give evidence relevant to the matter at hand. Exercising my authority under Rule 7.23 I posed questions to the tenant regarding the relevance of their testimony and submissions, most of which were ignored by the tenant who continued to speak without pause for most of the duration of the hearing.

Viewed in its entirety I find that the tenant has failed to meet their evidentiary onus on a balance of probabilities. I find the tenant's evidence to be a litany of complaints, accusations and grievances which do not demonstrate a breach of the Act, regulations or tenancy agreement.

The central point of the tenant's evidence appears to be that they wished to purchase the rental property from the landlord but no agreement was reached. The tenant's own evidence is that this was a tenancy agreement and not a rent-to-own situation with monthly rent going towards the equity of the property. I find the landlords' choice not to enter into an agreement for purchase and sale of the property is not a breach of any portion of the *Act* or regulations and there is no clause within the tenancy agreement requiring the parties to transfer the property. I find the tenant's complaint to simply be that they were unable to purchase the rental property, and while that may have been disappointing, it does not form any breach such that it gives rise to an order of compliance.

Similarly, I find little evidence that that the Mutual Agreement entered by the parties is a result of any breach on the part of the landlords. The tenant's own evidence is that they hand wrote a clause onto the document which was agreed upon and initialled by the parties. While the tenant makes reference to their chaotic state of mind and uses words

such as “duress” and “coercion” I find little evidence to support the tenant’s position. The tenant’s submission is that they had an ongoing and deteriorating relationship with the landlord and felt uncomfortable with them. I find that is insufficient to find the tenant was not capable of entering into an agreement.

Based on the evidence it is clear that the tenant read, modified and subsequently signed the Mutual Agreement. The tenant makes repeated reference to their profession as a realtor, and as such it is reasonable to expect that the tenant ought to understand the implication of signing a document.

I find no breach on the part of the landlord that would give rise to any Order. Accordingly, I dismiss the tenant’s application.

Conclusion

The tenant’s application is dismissed in its entirety without leave to reapply.

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: August 19, 2022

Residential Tenancy Branch