



DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing also dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order regarding the Tenant's dispute of a rent increase by the Landlord under section 41 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Tenant said the Proceeding Package and evidence for both applications were served on the Landlord on or about November 17, 2025, by email and DocuSign. The Tenant said he also sent the Proceeding Package and evidence by registered mail on the same day. The Landlord's agent acknowledged receipt of the documents and did not raise any concerns regarding service. Accepting this, I find the Landlord was sufficiently served in accordance with the Tenant's application and evidence under section 71(2) of the Act.

The Landlord's agent said the evidence for both applications were served on the Tenant on December 5, 2025, by registered mail. Additional evidence was served on December 9, 2025 by posting it on the Tenant's door. The Tenant acknowledged service of the documents and did not raise any concerns regarding service. Accepting

this, I find the Tenant was sufficiently served with the evidence under section 71(2) of the Act.

Issues to be Decided

1. Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?
2. Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement?
3. Is the Tenant entitled to an order regarding the Tenant's dispute of a rent increase by the Landlord?
4. Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?
5. Is the Tenant entitled to recover the filing fee for both applications from the Landlord?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

This tenancy began on April 1, 2017, with a monthly rent of \$1,800.00, due on the first day of the month. The parties entered into a second tenancy agreement on May 29, 2024 for a fixed term beginning on July 1, 2024 and ending on June 30, 2027, with a monthly rent of \$3,500.00 due on first day of the month, with a security deposit in the amount of \$900.00.

The Landlord served the 10 Day Notice to the Tenant on November 14, 2025, by registered mail. The Tenant confirmed they received the notice on November 19, 2025. The parties submitted into evidence a copy of the 10 Day Notice.

The effective date on the 10 Day Notice is November 25, 2025. It states that the Tenant failed to pay rent in the amount of \$6,500.00 due on November 1, 2025.

The Tenant applied for dispute resolution on November 19, 2025 to cancel the 10 Day Notice.

At the hearing, the Landlord's agent stated that the Tenant did not pay the full rent for August, September, and October 2025. For each of these months, the Landlord received only \$2,500.00. The Tenant also failed to pay rent for November and December 2025. As of the hearing date, the outstanding rent totals \$10,000.00.

The Tenant said that he requested to pay \$2,500.00 per month temporarily because he was struggling financially and trying to find work. This arrangement was agreed to verbally with the Landlord for three months (August, September, and October 2025).

After that, he tried to extend the arrangement, but the Landlord refused and told him to pay the full amount or move out.

The Tenant confirmed he paid \$2,500.00 for those three months, and later stopped paying entirely for November and December 2025 because he believed the rent increase to \$3,500.00 was illegal.

The Tenant testified that he entered into the second tenancy agreement under duress and that the legal rent should have been \$1,948.00 based on the allowable 3% increase.

The Tenant stated that he withheld payments because, in his view, the Landlord owed him money due to overcharging. The agreement to pay \$3,500.00 per month arose after the Landlord indicated an intention to sell the property, which created pressure on the Tenant to find a new place. The Tenant initially proposed paying \$3,000.00, but the Landlord's agent rejected this and insisted on \$3,500.00. After discussing with his wife and calculating the costs, the Tenant concluded that moving would be more expensive than remaining in the rental unit given the rental market at the time and accepted the \$3,500.00 rent. The negotiation was conducted verbally over the phone, without any formal legal notice of rent increase, and the written contract was sent afterward by email.

The Tenant said he was later informed by the Residential Tenancy Branch that such an increase was not legal without proper notice, even if he signed a new tenancy agreement, the lawful rent should have been \$1,948.00 based on the allowable 3% increase.

The Landlord said that the \$2,500.00 payments were part of a temporary relief arrangement they agreed to after the Tenant explained he was facing financial difficulties. In July 2025, the Tenant invited the Landlord to his home and requested help. The Landlord agreed to reduce the rent from \$3,500.00 to \$2,500.00 for three months (August, September, and October 2025), with the understanding that the Tenant would catch up on the \$1,000.00 shortfall for each month once his financial situation improved. The Landlord emphasized that this was a goodwill gesture and that the Tenant promised to pay the arrears later. However, the Tenant did not pay anything for November or December 2025, which led to the issuance of the 10-day notice and the current dispute.

The Landlord said it was the Tenant who offered to pay \$3,500.00 per month, and not imposed by the Landlord as claimed by the Tenant. The Landlord was planning to sell the property and had even engaged real estate agents when the Tenant contacted them asking to stay. Initially, the Tenant proposed paying \$3,300.00 including utilities for one year, but later called back and offered \$3,500.00 if the Landlord agreed to a three-year fixed-term lease for stability. The Landlord submitted into evidence text messages between the Landlord's agent and the Landlord regarding the Tenant's proposed rent increase.

The Landlord said they agreed to Tenant's proposal and drafted the tenancy agreement for a term beginning on July 1, 2024 and ending on July 30, 2027, which was emailed to the Tenant within a week. The agreement was entered into by the Tenant voluntarily, and was negotiated between two adults. The Landlord also note that the Tenant honored the agreement for a full year by paying \$3,500.00 monthly without objection. The Landlord argued that this shows the Tenant was not under duress and that the claim of an illegal increase only arose after the Tenant fell behind on payments and was asked to pay arrears.

In response, the Tenant admitted that he proposed the three year tenancy, but asserted that the Landlord must apply the law correctly.

The Tenant claims \$7,500.00 for loss opportunities and bad faith interference.

The Tenant stated that the \$7,500.00 claim was for compensation due to inconvenience and financial impact caused by the Landlord's alleged failure to provide references when he was trying to secure a new rental. He explained that in October and November 2025, he lost two approved rental opportunities because the Landlord did not answer calls or emails from prospective landlords. This resulted in wasted time, effort, and expenses, as he had viewed over 50 properties and invested significant resources in the process. The Tenant argues that the Landlord's actions prevented him from moving and caused additional stress, which he quantified as \$7,500.00, representing the cost of wasted time, effort, and expenses.

The Landlord responded that they deliberately did not answer reference calls because the Tenant had stopped paying rent and there was an ongoing dispute. They explained that if they had answered, they would have been obligated to tell the truth—that the Tenant was in arrears—which could have negatively impacted the Tenant's ability to secure a new rental. The Landlord stated they wanted to wait for the outcome of the hearing before providing any references. The Landlord questioned the basis for the Tenant's \$7,500.00 claim as they did not understand how that amount was calculated and indicated that the Tenant's own actions, including non-payment of rent, created the situation.

Analysis

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Section 46 of the Act states that upon receipt of a 10 Day Notice, the tenant must, within five days, either pay the full amount of the arrears as indicated on the 10 Day Notice or dispute the 10 Day Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant(s) do not pay the arrears or dispute the 10 Day Notice they are conclusively presumed to have accepted the end of the tenancy under section 46(5).

The Tenant said he received the 10 Day Notice on November 19, 2025. I find the Tenant had until November 24, 2025 to dispute the notice or to pay the full amount of the arrears. The Tenant disputed the notice on November 19, 2025, within the time permitted under section 46(4) of the Act.

I correct the effective date of the 10 Day notice to November 29, 2025, in accordance with section 53(1) of the Act.

There is no factual dispute between the parties that the Tenant has not paid the full amount of the arrears indicated on the 10 Day Notice (\$6,500.00) and also failed to pay rent for December 2025 (\$3,500.00).

Section 26(1) of the Act states that a tenant must pay rent when it is due, whether or not the landlord complies with the Act, the Regulations, or the tenancy agreement unless the Acts grants the tenants the right to deduct all or a portion of the rent. There are limited circumstances where a tenant may deduct money from the rent:

1. The tenant has an arbitrator's decision allowing the deduction.
2. The landlord illegally increases the rent.
3. The landlord has overcharged for a security or pet damage deposit.
4. The landlord refused the tenant's written request for reimbursement of emergency repairs.
5. The tenant has the landlord's written permission allowing a rent reduction.

In this case, I find the Tenant has failed to establish that the Landlord illegally increased the rent. Accordingly, the Tenant was not entitled to withhold rental payments.

The Tenant asserts that he signed the new tenancy agreement under duress. Duress is coercion of the will so as to negate consent. Since duress renders the contract voidable, not void, the subsequent conduct of the party alleging duress may affect the right to avoid the transaction. If that party's conduct can be regarded as affirming, condoning, or ratifying the contract, the plea of duress will fail.

Although the Tenant claimed he was pressured into signing the new tenancy agreement with a \$1,552.00 rent increase, which exceeded the allowable amount allowed by the regulations, I find that Tenant had failed to establish a claim of duress, which would render the contract voidable.

After considering all the evidence and testimony, I find on a balance of probabilities that the Tenant chose to sign the new tenancy agreement rather than vacate the rental unit because, after calculating the costs, he determined it was cheaper to remain than to move. I further find that it was the Tenant who proposed an increased rent of \$3,500.00 in exchange for a three-year fixed term, which afforded the Tenant the benefit of housing stability during a period of high rental market demand. I accept that the Tenant felt pressured by this choice due to the high rental market and difficulty finding

alternative housing; however, I do not find that this pressure rises to the level of duress sufficient to negate consent.

A contract entered under duress is voidable, not void, and the subsequent conduct of the party alleging duress may affect the right to avoid enforceability of the contract. In this case, I find that the Tenant has not provided sufficient evidence of subsequent conduct to support his claim of duress. The Tenant admitted during the hearing that he preferred to remain in the rental unit after calculating the costs of moving. Furthermore, the Tenant continued to pay the increased rent of \$3,500.00 per month from July 1, 2024. Although the Tenant paid a reduced rent of \$2,500.00 per month for three months between August and October 2025 due to financial hardship, I find this was a temporary arrangement, and the Tenant was expected to pay the \$1,000 shortfall for each month once his financial situation improved.

I find the Tenant's conduct demonstrates ratification of the agreement, and that the Landlord reasonably relied on the Tenant's perceived consent. Accordingly, I am unable to conclude that the Tenant entered into the new tenancy agreement under duress, rendering the agreement void or the increased rent unlawful.

As the Tenants did not pay rent after receiving the 10 Day Notice, I dismiss the Tenant's application without leave to reapply.

The Tenant's application for cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act is dismissed, without leave to reapply.

Is the Landlord entitled to an Order of Possession based on a Notice to End Tenancy?

Section 55(1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession.

The effective date for orders of possession has generally been set for seven days after the order is received. Policy Guidelines 54 provides factors that an arbitrator may consider when determining an effective date. Considering the point up to which the rent has been paid and the length of the tenancy, I find it would be reasonable to grant the Landlord an order of possession effective fourteen (14) days after service of the order on the Tenant.

Is the Landlord entitled to a Monetary Order for unpaid rent and late fees?

Section 55(1.1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy under section 46 of the Act for non-payment of rent, and the application is dismissed, the Arbitrator must grant the landlord an order requiring the repayment of the unpaid rent if the notice complies with section 52 of the Act.

Based on the submissions of the parties and the 10-Day Notice, I find that the Tenant owes the Landlord a total of \$10,000.00, calculated as follows: \$1,000.00 for each of three months (August, September, and October 2025), representing the shortfall during the temporary rent reduction, and \$3,500.00 for each of two months (November and December 2025), representing unpaid rent in full for those months.

Based on the above, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$10,000.00.

The Landlord continues to hold the Tenant's security deposit of \$900.00 in trust. In accordance with the off-setting provisions of section 72 of the Act, I allow the Landlord to retain the Tenant's security deposit, in the amount of \$900.00, plus interest, in the amount of \$51.32, from the Tenant's security deposit in partial satisfaction of the monetary award.

I issue the Landlord a Monetary Order for the remainder of the award that remains unsatisfied, as outlined in the conclusion section of my decision.

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement?

To be awarded compensation for a breach of the Act, the tenant must prove:

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the tenant acted reasonably to minimize that damage or loss

The Tenant claims \$7,500.00 in compensation for lost opportunities and bad faith interference.

I find that the Tenant has not established that the Landlord breached the Act or the tenancy agreement by failing to respond to emails or answer phone calls from prospective landlords. There is no provision in the Act or in the tenancy agreement that requires a landlord to provide references for a tenant. Furthermore, I find that the Landlord provided a reasonable explanation for choosing not to provide references, as they did not wish to mislead prospective landlords regarding the Tenant's rent payment history until the outcome of this hearing was determined.

I further find that the amount claimed by the Tenant is arbitrary and unsupported. While the Tenant asserted that the claim represented inconvenience and financial impact arising from the loss of two rental opportunities, including the cost of wasted time, effort, and expenses related to searching for housing, he did not submit any evidence to substantiate how these factors amounted to \$7,500.00. Without supporting documentation, I am unable to determine the value of the alleged loss. As such, I find that the Tenant has failed to prove the value of the loss and has not satisfied the four-part test.

Based on the above, I dismiss the Tenant's claim for compensation without leave to reapply.

Is the Tenant entitled to an order regarding the Tenant(s) dispute of an additional rent increase by the Landlord?

The Tenant requested that an order be made regarding the Tenant dispute of an additional rent increase by the Landlord.

I find these claims were dealt with in the above sections and are redundant. I therefore dismiss this portion of the Tenant's claim.

Is the Tenant entitled to an order that the Landlord comply with the Act, regulation and/or tenancy agreement?

The Tenant requested an order declaring the tenancy agreement dated May 29, 2024, void, reinstating the rent to \$1,894.00, directing the Landlord to cease blocking references, permitting the Tenant to remain in the rental unit until securing alternative accommodation, and requiring the Landlord to reimburse the Tenant for any overpayment made.

I find these claims were dealt with in the above sections and are redundant. I therefore dismiss this portion of the Tenant's claim.

Is the Tenant entitled to recover the filing fee for these applications from the Landlord?

As the Tenant was not successful in their applications, the Tenant's application for authorization to recover the filing fee for these applications from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord **effective fourteen (14) days after service of this Order on the Tenant**. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order in the amount of **\$9,048.68** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$10,000.00
Less: Security Deposit and accrued interest	-\$951.32
Total Amount	\$9,048.68

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court).

The Tenant's application for cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act is dismissed, without leave to reapply.

The Tenant's application for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, without leave to reapply.

The Tenant's application for an order regarding the Tenant's dispute of a rent increase by the Landlord under section 41 of the Act is dismissed, without leave to reapply.

The Tenant's application for an order requiring the Landlord to comply with the Act, regulation, or tenancy agreement under section 62 of the Act is dismissed, with leave to reapply.

The Tenant's application for authorization to recover the filing fee for the applications from the Landlord under section 72 of the Act is dismissed, with 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 Act.

Dated: December 30, 2025

Residential Tenancy Branch