



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: O, FF

## Introduction

This hearing dealt with an application by the tenant for a determination of expenses owed by the tenant to the landlord. Both parties participated in the conference call hearing.

## Issue(s) to be Decided

Is the tenant contractually obligated to fulfill the terms of a agreement?

## Background and Evidence

At the end of the tenancy in question, the landlords presented the tenants with a bill representing what they believed the tenants owed for propane, oil, cleaning and repairs. The tenant testified that he did not agree with the bill, but said the landlords were “nattering” at him and he wanted to end the discussion. The tenant wrote 6 post-dated cheques, the first 5 for \$300.00 each and the last one for \$261.54, to pay the amount the landlords said he owed. The first two cheques were cashed by the landlords, but the tenant placed a stop payment on the subsequent cheques and filed an application for dispute resolution. The tenant testified that he disagreed with the amount the landlords had asked him to pay and asked for a determination of his debt. The tenant claimed he wrote the post-dated cheques under duress.

## Analysis

Based on the testimony of the parties, I find that the parties reached an agreement as to the debt owed by the tenants. In order to establish that the agreement was reached under duress, the tenant must prove that the landlords applied force or used threats to reach the agreement. I find that the tenant has not proven that he was under duress. While he may have been frustrated and clearly wanted to put the issue behind him, the desire to stop his landlords from repeatedly asking him to pay the amount they felt they

were owed cannot be characterized as duress. I find that the parties entered into a binding contract when the tenants provided the post-dated cheques. The tenants' subsequent change of heart has no effect on their contractual obligations. I am unable to rescind or revise the contract and accordingly I dismiss the tenants' claim.

### Conclusion

The tenants' application is dismissed.

Dated June 16, 2009.

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