

## **DECISION**

### **Introduction**

This hearing dealt with cross applications filed under the *Residential Tenancy Act* (the Act). The Landlords applied for an Order of Possession based on a Mutual Agreement to End Tenancy ("Mutual Agreement"). The Tenant had filed indicating the incorrect dispute code, but the details of dispute indicated she was seeking to have the Mutual Agreement set aside. I amended the Tenant's application accordingly.

The Landlords attended the hearing. Tenant M.M. also attended the hearing along with her boyfriend.

### **Service of Proceedings Packages**

The parties sent their respective hearing packages and materials to each other via email. Both parties confirmed receipt of the other party's materials and did not raise any concerns with respect to service. Therefore, I admitted the materials of both parties.

### **Preliminary and Procedural Matters**

After hearing from both parties with a view to determining whether the Mutual Agreement is enforceable, the Tenant stated she has found another home to move to and is going to vacate the rental unit by the effective date specified in the mutual agreement. The Tenant confirmed that she wishes to withdraw her request for the Mutual Agreement to be set aside but that she wants to recover the filing fee from the Landlords.

Accordingly, I proceed to determine the Landlord's entitlement to an Order of possession based on the Landlord's application and I consider both parties' requests for recovery of their filing fee from the other party.

On another procedural note, the Tenant had named herself and her co-Tenants as applicants; however, after hearing from the parties, I am unsatisfied that the Tenant has the authority to represent the co-Tenant or that the co-Tenant sought to be a party to the application. Therefore, I amend the Tenant's Application for Dispute Resolution to remove the co-Tenant's name.

## **Evidence and analysis**

The Landlords and entered into a co-tenancy agreement with the Tenant and the co-Tenant (referred to by initials L.A.) for a tenancy set to commence on October 1, 2024 for a fixed term set to expire on September 30, 2025. The monthly rent is \$2,700.00 payable on the first day of every month. The Landlords collected a security deposit of \$1,350.00.

The co-Tenants had a breakdown in their relationship and communicated this to the Landlords. On June 9, 2025 the Landlord and L.A. executed a Mutual Agreement to End Tenancy with an effective date of August 31, 2025.

The Tenant was of the position the Landlords acted in bad faith by having L.A. sign the Mutual Agreement after she had told the Landlord she did not want to end the tenancy and wanted to explore options such as getting a roommate.

The Landlords deny acting in bad faith and explained that they made decisions based on what both of the co-Tenants were telling them. L.A. wanted to move out even and end the tenancy even sooner, but they compromised on the effective date of August 31, 2025.

The Landlords are not interested in entering into a new tenancy agreement with the Tenant.

Section 44 of the Act provides that a tenancy may end by way of mutual agreement.

Residential Tenancy Policy Guideline 13 provides information and policy statements with respect to the rights and obligations of co-Tenants, including the following excerpts:

### **G. Ending a Tenancy**

A Tenant can end a tenancy by giving the Landlord a written notice. A tenancy may also end if the Landlord and any Tenant or co-Tenant mutually agree in writing to end the tenancy. When a tenancy ends in these circumstances, the notice or agreement to end the tenancy applies to all co-Tenants.

Co-Tenants wishing to remain in the rental unit after a notice to end the tenancy has been given should discuss the situation with the Landlord. If the Landlord agrees to the Tenant staying, the Landlord and Tenant must enter into a new written tenancy agreement.

In this case, I have been provided a copy of a Mutual Agreement to End Tenancy that has been signed by the Landlord and co-Tenant L.A. The Mutual Agreement does not

require the signature of both co-Tenants to end the tenancy and the ending of the tenancy effective on August 31, 2025 applies to all co-Tenants.

Given the above, I find the Landlords entitled to an Order of Possession effective August 31, 2025 under section 55(2)(d) of the Act.

The co-Tenants, jointly or severally, remain obligated to pay rent for August 2025.

Section 72 of the Act gives me discretion to order one party to repay the other party the cost of the filing fee paid for their Application for Dispute Resolution. Both parties have requested that their filing fee be repaid by the other.

After hearing from both parties, I award recovery of the filing fee to the Landlords, and I deny the Tenant's request. The Landlords had obtained a valid Mutual Agreement to End Tenancy by having it signed by one of the co-Tenants and based on what both parties told me; I accept that L.A. wants to end the tenancy. There is no requirement that all parties must sign the mutual agreement or that the parties have a "good faith" intention in signing the Mutual Agreement so the Tenant's arguments concerning that lack of her agreement and bad faith were not grounds to set aside the Mutual Agreement and the Tenant's application was bound to fail. Also, had the Tenant withdrawn her Application for Dispute Resolution prior to the hearing, the Tenant would have been refunded the filing fee she paid.

## **Conclusion**

I grant the Landlords' request for an Order of Possession effective on August 31, 2025. I award the Landlords recovery of the \$100.00 filing fee, and I provide the Landlords a Monetary Order for this amount.

I dismiss the Tenant's application for Dispute Resolution 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 Act.

Dated: July 11, 2025

---

Residential Tenancy Branch