



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding 491 9TH AVE HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      PSF OLC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing was held, via teleconference, on July 13, 2023. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- An order that the Landlord comply with the *Act*, regulations, and/or a tenancy agreement.
- An order for the Landlord to Provide services or facilities required by the tenancy agreement or the Act

The Landlord and the Tenant both attended the hearing and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The Landlord confirmed receipt of the Tenant's application and evidence. The Landlord did not submit any evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

At the outset of the hearing, the Tenant stated she wished to withdraw her application for an order for the Landlord to provide services or facilities. Accordingly, I hereby dismiss this ground.

### Issue to be Decided

- Is the Tenant entitled to an order that the Landlord comply with the Act, or the Tenancy Agreement?

### Background and Evidence

The Tenant stated that she is seeking to have the mutual agreement signed by one of her occupants/roommates set aside. More specifically, the Tenant stated that she is one of two Tenants who were named on the tenancy agreement as Tenants, and who signed the tenancy agreement. The tenancy agreement was provided into evidence. The Tenant stated that the Landlord came to her door and spoke with two of the occupants who live with her, and one of them signed a mutual agreement to end tenancy with the Landlord, without the Tenant's consent. The Tenant stated that the person who signed the mutual agreement is disabled, and had no authority to sign the mutual agreement, since she is not a tenant.

The Landlord stated that the occupant who signed the mutual agreement to end tenancy seemed competent, and understood what was happening. The Landlord was frustrated because he has gone without any rent payments for around 10 months, and he feels the Tenant is taking advantage of him.

### Analysis

I have considered the totality of the evidence and testimony on this matter. I note the tenancy agreement provided into evidence shows that there are only two Tenants. The mutual agreement to end tenancy, signed August 22, 2022, was signed by an occupant, and not any of the "Tenants" as named on the tenancy agreement. As such, I find the only parties legally able to sign a mutual agreement to end tenancy would be the two named tenants on the tenancy agreement. I hereby cancel the mutual agreement to end tenancy, since it has not been properly executed and signed by either of the Tenants.

The tenancy shall continue until such time as it legally ends. The parties are encouraged to try to resolve matters on their own, in terms of monetary compensation before applying for further dispute resolution.

### Conclusion

The Mutual Agreement to End Tenancy, signed August 22, 2022, is hereby cancelled.

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: July 18, 2023

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Residential Tenancy Branch