



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      CNR, OLC

### Introduction

This hearing dealt with an application by the tenant to dispute a notice to end tenancy for unpaid rent and to have the landlord comply with the *Act*. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the tenant entitled to any of the above under the *Act*.

### Summary of Background and Evidence

On February 11, 2011 the landlord served the tenant a 10 Day Notice to End Tenancy for Unpaid Rent.

The tenant testified that she attempted to pay the February 2011 rent but the landlord refused to accept the \$1146.00 cheque. The tenant stated that the landlord then gave the tenant a 10 Day Notice to End Tenancy for Unpaid Rent for the month of February 2011 with an amount owing of \$1146.00. The tenant stated that the landlord then came to the rental unit and changed the locks resulting in the tenant vacating the property on February 25, 2011.

The landlord testified that this was not a tenancy agreement but a Purchase Option Agreement that had been entered into between the parties. The landlord stated that to establish the purchase option agreement, the tenant had paid a \$3000.00 deposit to the landlord/owner. The landlord testified that the monies paid were not rent but went directly towards the purchase of the property, the tenant did not refute this testimony.

Based on the testimony provided by the parties, I have determined that I have no jurisdiction in this matter as a Purchase Option Agreement does not fall under the *Act*.

### Law

**Residential Tenancy Policy Guideline 27. Jurisdiction** speaks to:

## **5. TRANSFER OF AN OWNERSHIP INTEREST**

*If the relationship between the parties is that of seller and purchaser of real estate, the Legislation would not apply as the parties have not entered into a "Tenancy Agreement" as defined in section 1 of the Acts. It does not matter if the parties have called the agreement a tenancy agreement. If the monies that are changing hands are part of the purchase price, a tenancy agreement has not been entered into.*

### Conclusion

I hereby dismiss the Tenant's Application for Dispute Resolution, as her claim does not fall under the *Act*. The Tenant has the option of pursuing her claim through the Supreme Court of British Columbia.

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: March 8, 2011

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Residential Tenancy Branch