



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RPP, LRE, OPT, AAT, FF

Introduction

This hearing dealt with an Application for Dispute Resolution made by the Applicant, seeking to cancel a Notice to End Tenancy for cause, for the return of personal property, to suspend or set conditions on the Respondents' access to the property, to obtain an order of possession, for an order allowing access to the property and to recover the filing fee for the Application.

I note that no actual Notice to End Tenancy was issued to the Applicant.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

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

Preliminary Issue(s) to be Decided

Is there jurisdiction to deal with this matter under the Residential Tenancy Act (the "Act")?

Background and Evidence

The Applicant testified that he had an agreement with the Respondents that he would do work on the property and when the property was sold he would receive 50% of the equity or profits. The Applicant alleges the Respondents have falsified documents to make it look like there is no equity or profit in the property. He asserts he was renting the property and the Respondents have changed the locks and have not allowed him access to the property.

The Respondents submitted a statement setting out that in June of 2009 they made an agreement with the Applicant,

“... wherein [the Applicant] would renovate a property by providing labour and expertise, [the Respondents] would pay for all costs, and then the property would be sold for profit. The profit was to be shared 50/50 – 50% to [the Applicant] and 50% to us.”

And,

“[The Applicant] began staying in the home about May 2010, following a breakup with his common-law wife.... We were under the impression that this was a temporary arrangement.”

Analysis

Based on the above, all of the testimony and evidence, and on a balance of probabilities, I find that I have no jurisdiction under the Act in this dispute and I dismiss the Application, for the following reasons.

Policy guideline 27 to the Act states, in part,

“The Legislation does not confer upon the RTB [Residential Tenancy Branch] the authority to hear all disputes regarding every type of relationship between two or more parties. The RTB only has the jurisdiction conferred by the Legislation over landlords, tenants and strata corporations.”

The Applicant has an interest in the property different than the right of possession a tenant would acquire in a tenancy, however, what that interest is or to what extent it exists may only be determined by the Supreme Court of British Columbia. The Supreme Court of British Columbia has sole jurisdiction in matters of an interest in real property in this province.

Furthermore, this matter involves a contract for services between the parties, which is again, beyond the jurisdiction of this Act.

For these reasons I find the Act does not provide statutory authority for me to hear the dispute between the parties, and it is dismissed.

The parties are advised to seek legal counsel on the dispute.

Conclusion

The dispute between the parties is not within the jurisdiction of the Act and the Application is dismissed.

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: August 25, 2011.

Residential Tenancy Branch