



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0820408 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNR, O

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant has provided evidence that shows that the respondent was served with notice of the hearing by registered mail that was mailed on February 22, 2013, and therefore is deemed served five days later even if the respondent fails to pick up the registered mail. The respondent did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Decision in reasons

It's my finding that the Residential Tenancy Act does not have jurisdiction over this matter.

The Residential Tenancy Act only has jurisdiction over Tenancy Agreements, and although there is a Tenancy Agreement involved in this dispute, there is also a Rent to Purchase agreement, and a large portion of the claim arises from the Rent to Purchase agreement.

In the Rent to Purchase agreement the parties have agreed that money paid towards rent will go towards the purchase of the dispute property should the tenant act on the option to purchase, and in the Rent to Purchase agreement the tenant is also required

to pay the property tax and insurance on the property. These are all clauses that would not be part of a normal Tenancy Agreement.

Further, in the tenants notice to end the Tenancy Agreement he states his reason is because he believes the applicant breached the Tenancy Agreement and the Rent to Purchase agreement.

The Residential Tenancy Act does not have any jurisdiction over the Rent to Purchase agreement, and since this claim is interrelated between the two agreements the Residential Tenancy Act does not have the jurisdiction to hear this case.

### Conclusion

I declined jurisdiction over this matter and the applicant will have to look to the Courts to if she wishes to pursue this claim.

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: May 15, 2013

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Residential Tenancy Branch

