



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, MT, MNDC, O

Introduction

This hearing was scheduled in response to an Application for Dispute Resolution, in which the Applicant has made application to set aside a Notice to End Tenancy for Unpaid Rent; for more time to apply to set aside a Notice to End Tenancy; for a monetary Order for money owed or compensation for damage or loss; and for “other”.

Both parties were represented at the hearing.

Preliminary Issue

Before considering the merits of the Application for Dispute Resolution I must determine whether this application has jurisdiction under the *Residential Tenancy Act (Act)*. The legislation does not confer authority to consider disputes between all types of relationships between parties. Only relationships between landlords and tenants can be determined under the *Act*.

The Respondent and the Applicant agree that they entered into a contract in which the Applicant agreed to pay a deposit that would be applied to the purchase price of the property. The parties both understood that the deposit would be forfeited if the Tenant breached the contract.

I must refuse jurisdiction over a matter if the parties have a contract that grants one party an interest in the property that goes beyond exclusive possession and occupation of the rental unit. I find that the payment of the deposit that was applied to the purchase price of the property transferred an interest in the property to the Applicant which goes beyond the relationship of a landlord and tenant. I therefore find that I do not have jurisdiction over this matter.

Conclusion

As I do not have jurisdiction over this matter, I dismiss the Application for Dispute Resolution.

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: June 18, 2013

Residential Tenancy Branch