



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MT, CNR, DRI, LAT, LRE, MNDC, MNR, OLC, OPT, RP, RR, SS, FF, O

Introduction

This hearing was convened by way of conference call in response to the tenants application for more time to cancel a Notice to End Tenancy; to cancel a 10 Day Notice to End Tenancy; to dispute an additional rent increase; to authorize a tenant to change the locks of the rental unit; to suspend or set conditions on the landlords right to enter the rental unit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; for a Monetary Order for the cost of emergency repairs; for an Order for the landlord to comply with the *Act*, regulations or tenancy agreement; to obtain an Order of Possession of the rental unit; to make repairs to the rental unit; to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided, to allow a tenant to serve documents in a different way than required by the *Act*; other issues; and to recover the filing fee from the landlord for the cost of this application.

One of the tenants and the landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Preliminary Issues

The parties agree that there was a verbal agreement in place which started in July, 2012 in which the parties agreed that the tenants' would pay an additional \$200.00 per

month which would be used as a deposit over a period of a year for a rent to own agreement of the rental unit. The parties agree that this was not put in writing and signed by the parties as terms could not be agreed; however the tenants continued to pay this additional \$200.00 for the following 13 months.

Analysis

Having considered the evidence and testimony provided by the parties it is my decision that the tenants have a greater interest in the rental unit then just as tenants as additional monies have been exchanged for a rent to own agreement even though this agreement was not put in writing the tenants continued to pay the additional funds to the landlord with a view to purchase the property from the landlord.

Consequently I find that I do not have jurisdiction in this matter as this is not solely a residential tenancy matter for which the Act takes jurisdiction. The parties have agreed to try to reconcile their differences in a reasonable manner. If the parties are unable to do so then the applicants are at liberty to file an application in a different legal forum.

Conclusion

I therefore decline jurisdiction for this application for the reason set out above.

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: August 26, 2013

Residential Tenancy Branch

