



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Tall Timbers Mobile Park  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNR

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy for Unpaid Rent.

Both parties were represented at the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent, served pursuant to section 46 of the *Residential Tenancy Act (Act)*, be set aside?

### Background and Evidence

The Landlord and the Tenant agree that they have a tenancy agreement regarding this rental unit and that ownership of the rental unit is currently in dispute. The Tenant contends that he has purchased the rental unit under the terms of a rent-to-own agreement he had with his former landlord and the Landlord contends that he purchased the rental unit from the former landlord.

The Landlord and the Tenant agree that on March 16, 2012 a Notice of Civil Claim was filed in the Supreme Court of British Columbia, in which ownership of the rental unit is in dispute; that the matter is still before the Supreme Court of British Columbia; and that no court date has yet been set.

### Analysis

Section 58(2)(c) of the *Act* stipulates that the director must determine a dispute regarding the rights and obligations established by a tenancy agreement, unless the dispute is linked substantially to a matter that is before the Supreme Court.

As ownership of the rental unit is currently a matter that is before the Supreme Court of British Columbia and the need to pay rent for the unit itself is clearly linked to that matter, I find that I must decline jurisdiction in this matter. Until the matter of ownership is determined by the Supreme Court or until such time as the parties reach an agreement regarding ownership, unpaid rent under the terms of their current tenancy agreement is beyond the jurisdiction of the Residential Tenancy Branch.

### Conclusion

Jurisdiction has been declined.

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: January 08, 2014

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Residential Tenancy Branch

