



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MT; CNR; OLC; FF; O

Introduction

This teleconference was convened to consider the Tenants' application seeking to be allowed more time to file an application to cancel a Notice to End Tenancy; to cancel a Notice to End Tenancy for Unpaid Rent; an Order that the Landlord comply with the Act, regulation or tenancy agreement; to recover the cost of the filing fee from the Landlord; and for "other" orders.

The parties gave affirmed testimony at the Hearing.

The Tenants served the Landlord with copies of their documentary evidence by registered mail sent July 31, 2014. The Landlord served the Tenants with copies of his documentary evidence by registered mail, which the Tenants received on September 17, 2014.

Preliminary Matter

At the outset of the Hearing, the parties submitted that the rental unit was the subject of a Supreme Court foreclosure action.

The Tenants testified that on June 25, 2014, they received a letter from the mortgage holder's lawyer requesting that they pay rent to his law firm, in trust. A copy of the letter was provided in evidence, along with a copy of a Supreme Court Order for conduct of sale of the rental unit, dated February 7, 2014.

The Landlord stated that he spoke to the mortgage holder's lawyer and the lawyer agreed that the Tenants could continue to pay rent directly to the Landlord. The Landlord testified that the mortgage holder attempted to obtain an "order for sale" on September 12, 2014, but was unsuccessful.

Analysis

Section 58(2)(c) of the Act provides that the director must not determine disputes that are linked substantially to a matter that is before the Supreme Court.

Based on the testimony of both parties, I find that the neither party provided sufficient evidence that this matter is no longer before the Supreme Court. The documentary evidence indicates that the rental unit is the subject of a foreclosure proceeding and that the mortgage holder's lawyer provided the Tenants with a direction to pay rent to his law firm, in trust.

Therefore, I decline jurisdiction pursuant to the provisions of Section 58(2)(c) of the Act.

Conclusion

I decline jurisdiction in this matter. The parties are at liberty to re-apply following completion of the Supreme Court action.

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: October 02, 2014

Residential Tenancy Branch

