



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR FF O

### Introduction

This hearing convened pursuant to an application to cancel a notice to end tenancy. The applicant submitted that there was no tenancy, as he has a purchase agreement with the respondent. The respondent submitted that there was a tenancy, as the applicant did not fulfill the terms of the purchase agreement.

On November 9, 2015 the applicant and the respondent called in to the teleconference hearing. The tenant stated that he had filed a Certificate of Pending Litigation regarding the property in question. I determined that it was appropriate to adjourn the hearing to allow the applicant to serve copies of the Certificate of Pending Litigation, as well as to address other evidentiary issues.

The applicant and the respondent both submitted further documentary evidence before the deadline of November 27, 2015. I have considered the further documentary evidence, as well all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Preliminary Issue – Jurisdiction

Upon examination of the evidence, I am satisfied that the applicant has a greater interest in the property than that of a tenant, and therefore I do not have jurisdiction to hear this matter. In particular I am persuaded by the undisputed evidence of the deposits of \$50,000.00 and \$35,000.00 that the applicant paid to the respondent. In a signed document entitled “Contract,” dated August 24, 2015, the respondent indicated that he had received the second payment of \$35,000.00 from the co-applicant “towards the downpayment [reproduced as written].” The respondent also referred to the document as an “addendum to the contract for sale” of the property in question, and agreed that the “closing date” would be moved to September 9, 2015. I do not find that

this language or the payments of substantial deposits or down payments to be consistent with a tenancy.

Conclusion

I decline jurisdiction to hear this matter, on the ground that the applicant has a greater interest in the property than that of a tenant.

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: December 17, 2015

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Residential Tenancy Branch

