



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, OPR, OPC, CNR, FF, O

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord. Both files were heard together.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The first issue I dealt with was whether or not the Residential Tenancy Act has jurisdiction over these applications.

### Background and Evidence

The tenants have argued that this is not a landlord-tenant agreement, and that there is an ownership cost-sharing agreement between the parties that was entered into on 27 May 2015.

The landlord agreed that she did enter an ownership cost-sharing agreement with the other parties; however he feels the other parties have not complied with the terms of that agreement and she therefore believes that agreement is no longer valid.

The landlord further testified however that she has not taken any action through the courts or any other legal means to nullify the agreement.

### Analysis

After reviewing the testimony and evidence provided by the parties it is my finding that the parties named as tenants, have more of an interest in this property than that of a tenant as defined by the Residential Tenancy Act and therefore the Residential Tenancy Act has no jurisdiction over this dispute.

All parties agree that the parties have entered into an ownership and cost-sharing agreement covering the dispute property, and therefore the absence of any evidence showing that that agreement has been vacated by the courts, I will not accept jurisdiction over these claims.

### Conclusion

I decline jurisdiction and will not hear the merits of this case.

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: March 08, 2016

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Residential Tenancy Branch

