



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL FF

### Introduction

This hearing convened pursuant to the tenant's application to cancel a notice to end tenancy for landlord's use. The tenant, the landlord and counsel for the landlord participated in the teleconference hearing.

### Preliminary Issue – Jurisdiction

The tenant submitted that I did not have jurisdiction in this matter, because he had a rent to own agreement with the landlord's agent, DB. The tenant stated that on July 27, 2012, the tenant, the landlord and DB attended at a lawyer's office to sign documents. The tenant stated that he signed the rent to own agreement with the DB while the landlord was present, and the landlord entered into a written agreement with his agent at the same time. The tenant stated that he paid the agent a down payment of \$10,500.00. The tenant stated that he has been dealing with the landlord himself, pretty much the whole time, and he has paid his rent directly to the landlord.

The landlord confirmed that he hired DB's numbered company as a property manager for the house. The landlord also confirmed that when he, the tenant and DB attended at the lawyer's office, the landlord understood at that time that DB was going to rent the house to the tenant. The landlord stated that the numbered company was dissolved, and therefore the tenant's agreement with the numbered company ended. The landlord stated that he did not receive \$10,500.00 from DB or the tenant.

I find that I do not have jurisdiction to hear this matter. The landlord confirmed that he hired DB's numbered to rent out the property to the tenant. I do not find it likely that the landlord, who was present at the signing of the lease to own agreement, did not understand the nature of the agreement. I accept the tenant's evidence that he paid \$10,500.00 to DB's numbered company, at the time that the numbered company was agent for the landlord. I find that the tenant therefore has an interest in the property

greater than that of a mere tenant. The tenant cannot be held responsible if the agent's failed to forward the down payment to the landlord. That is a dispute between the landlord and the landlord's agent.

Conclusion

I have declined jurisdiction to hear this matter.

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 7, 2016

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Residential Tenancy Branch