



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDC, MNR, MND, FF

### Introduction

This hearing was convened in response to the cross applications,

The Landlords filed an Application for Dispute Resolution in which the Landlords applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent and/or utilities, for a monetary Order for damage, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that the Application for Dispute Resolution; the Notice of Hearing; 43 pages of evidence that were submitted with the Application; and one CD and 4 pages of evidence that were submitted to the Residential Tenancy Branch on April 14, 2016 were all mailed to the Tenant at one time, although she does not recall the date of service. The Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, to recover the cost of emergency repairs, for "other", and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that the Application for Dispute Resolution; the Notice of Hearing; 38 pages of evidence that were submitted with the Application; and one memory stick and 1 page of evidence that were submitted to the Residential Tenancy Branch on September 01, 2016 were all mailed to the Landlords on August 31, 2016. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The Landlord stated that the male Landlord is aware of the Tenant's Application for Dispute Resolution and that she is representing him at these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

### Issue(s) to be Decided

Are the Landlords entitled to compensation for unpaid rent/lost revenue, utilities, and costs associated to re-renting the rental unit?

Is the Tenant entitled to compensation for costs of maintaining, repairing, and/or renovating the rental unit?

### Background and Evidence

The Landlord and the Tenant agree that:

- the Landlords and the Tenant signed a fixed term tenancy agreement, the term of which began on May 01, 2013 and ended on April 30, 2016;
- the Tenant agreed to pay rent of \$1,017.00 by the first day of each month;
- The Landlords and the Tenant also signed an Option to Purchase Agreement;
- the Option to Purchase Agreement declares, in part, that the Tenant has the option and right to purchase the rental unit at any time between May 01, 2013 and April 30, 2016;
- the Option to Purchase Agreement declares, in part, that the Tenant may purchase the property for \$160,000.00;
- the Option to Purchase Agreement declares, in part, that the Tenant has paid \$10,000.00 to the seller, which is not refundable if the Tenant does not purchase the property;
- on the basis of the Option to Purchase Agreement the parties understood that the Tenant would pay for all utilities, all repairs, home insurance, and property taxes;
- on the basis of the Option to Purchase Agreement the parties understood that the Tenant could make any improvements and renovations to the rental unit that the Tenant deemed appropriate;
- the Tenant paid the property taxes and home insurance for the period between May 01, 2013 and August 31, 2015;
- the Tenant made various repairs and renovations to the rental unit; and
- the parties mutually agreed to terminate the Option to Purchase Agreement in December of 2015.

### Analysis

Before considering the merits of the Applications for Dispute Resolution I must determine whether I have jurisdiction. The *Residential Tenancy Act (Act)* does not confer authority to consider all manners of disputes. Jurisdiction can be refused if an agreement grants one party an interest in the property that goes beyond exclusive

possession and occupation of the rental unit. If the contract gives the other party an interest in the land beyond possession, then jurisdiction must be refused.

I find that the Option to Purchase Agreement the parties entered into transferred an interest in the land which goes beyond the relationship of a landlord and tenant. The Tenant's right to purchase the property; her obligation to pay property taxes and home insurance; and her right to make improvements to the property granted her an interest in the property beyond the scope of the *Residential Tenancy Act*. I therefore find that I do not have jurisdiction over this relationship.

### Conclusion

I dismiss both Applications for Dispute Resolution, as I do not have jurisdiction over the relationship.

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 21, 2016

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Residential Tenancy Branch

