



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNR, SS

Introduction

This is an application brought by the Landlord requesting a Monetary Order in the amount of \$9045.00, and requesting recovery of the \$100.00 filing fee.

Some documentary evidence and written arguments have 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.

The parties were affirmed.

Issue(s) to be Decided

The first issue I dealt with was whether the Residential Tenancy Act has jurisdiction over this matter.

Background and Evidence

The tenant testified that he had paid a \$5000.00 deposit towards the purchase of the rental property, and that deposit had never been returned, and therefore he does not believe that the purchase agreement was ever revoked.

The landlord testified that she did receive a \$5000.00 deposit towards the purchase of the property, and that the \$5000.00 was never turned; however she believes it reverted to a tenancy agreement long ago as the tenant never finalized the purchase.

In response to the landlord's testimony the tenant testified that he had arranged a mortgage, and that he believed a purchase of the rental property was still possible up until the landlord stated she wanted to move back into the unit.

Analysis

Both the landlord and the tenant agree that, at some point, the tenant had paid a \$5000.00 deposit towards the purchase of this property, and they both also agree that that deposit has never been returned.

Both the landlord and the tenant also agree that the purchase agreement was never formally rescinded, although the landlord states that she believes because they had a written tenancy agreement this is a residential tenancy.

It is my finding however that, although there may be a residential tenancy aspect to this dispute, there is also a portion of the dispute that relates to the purchase agreement

Therefore, it is my finding that the respondent has more of an interest in this property than that of a tenant, as defined by the Residential Tenancy Act, and the Residential Tenancy Act has no jurisdiction over this dispute.

Conclusion

I therefore decline jurisdiction over this dispute, 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: November 29, 2016

Residential Tenancy Branch

