



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38;
- an order for money owed or compensation for loss or damage under the Act, regulation or tenancy agreement.
- authorization to recover the filing fee for its application from the landlord, pursuant to section 72.

Preliminary Issue to be Decided - Jurisdiction

At the outset of the hearing the respondent questioned whether the Branch has jurisdiction to hear this matter. The respondent testified that he purchased the home from the applicant. The respondent testified that he very much wanted to sign a tenancy agreement and document everything properly in accordance with the Act, to which the applicant refused. The respondent testified that the applicant refused to sign or agree to any terms under the Residential Tenancy Act and instead the parties made an addendum to the Contract of Purchase and Sale to allow the applicants to remain as occupants for a one month after the possession date and to vacate by June 27, 2017.

The applicant testified that she didn't want to sign a tenancy agreement or any documentation as she felt that the respondent was trying to lower the price by accusing her of pre-existing damages and imposing unreasonable conditions. In addition, the applicant testified and conceded that she did not vacate after one month as agreed upon and didn't return the keys until 16 days after she was to return them. The applicant was very clear in the hearing that she didn't want to have a tenancy agreement in her actions and in her discussions with the respondent and carried out the agreement as per the Contract of Purchase and Sale Addendum. I have reviewed the documentation

submitted by both parties and find that the timeline of events, details and the totals relied upon are consistent with the respondent's submission that this matter does not fall under a landlord tenant agreement but one of a seller and buyer. Furthermore, conditions on the agreement stated that \$1800.00 in rent and \$3000.00 in deposits will be deducted from the "selling proceeds". Based on the above and on a balance of probabilities I find that this arrangement was one of Seller and Buyer and not Landlord and Tenant.

Conclusion

In light of the above, it is my determination that the Applicant and Respondent have no rights or obligations to each other under the *Residential Tenancy Act* and therefore I do not have jurisdiction to resolve a dispute between the parties.

Dated: January 25, 2018

Residential Tenancy Branch