



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNDCL, MNRL

Introduction

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

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The respondent acknowledged receipt of evidence submitted by the applicant. The respondent did not submit any documentary evidence for this hearing.

Preliminary Issue – Jurisdiction

Both parties agreed that this was a rent to own agreement. After reviewing the applicants' documentation I find that the applicants' documentation clearly reflects one of a Vendor and Purchaser. The documentation refers to the parties as such throughout. The respondent was required to pay a \$10000.00 down payment for the purchase of the property from the outset of the arrangement. Also, a \$1000.00 monthly payment which was to be applied to the total sale price. I find that all of these conditions are not standard rental conditions as noted in section 13 of the *Act*. Both parties agreed that the agreement is primarily a sale of a property from the applicant to the respondent. Residential Tenancy Policy Guideline 27 addresses the issue before me as follows:

2. TRANSFERRING OWNERSHIP - A tenancy agreement transfers a landlord's possessory rights to a tenant. It does not transfer an ownership interest. If a dispute is over the transfer of ownership, the director does not have jurisdiction. In deciding

whether an agreement transfers an ownership interest, an arbitrator may consider whether: • money exchanged was rent or was applied to a purchase price; • the agreement transferred an interest higher than the right to possession; • there was a right to purchase in a tenancy agreement and whether it was exercised. I find that the applicant attempted to “straddle” both a contract for sale and a tenancy agreement to his benefit and where it would suit his needs. I find that this is not a landlord tenant relationship but one clearly of a Vendor and Purchaser.

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.

Conclusion

I HEREBY DECLINED TO HEAR this matter, for want of jurisdiction and the application is dismissed, without leave to reapply.

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: June 05, 2020

Residential Tenancy Branch