



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL

Introduction

This hearing was convened in response to an application pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of possession - Section 55; and
2. A Monetary Order for unpaid rent - Section 67.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the dispute under the jurisdiction of the Act?

Background and Evidence

The following are agreed facts: On August 27, 2019 the Parties entered into a contract for the purchase of the unit by the Respondent with a possession date no later than June 30, 2020 and the Respondent paid a deposit of \$2,500.00. The Respondent wanted an earlier possession date, so the Parties entered into a tenancy agreement with a tenancy start date of November 10, 2019. Under the tenancy agreement rent of \$1,000.00 per month is payable.

The Applicant submits that the Respondent failed to pay rent of \$2,500.00 and was given a 10-day notice to end tenancy for unpaid rent dated March 12, 2020 (the “Notice”). The Respondent did not dispute the Notice. The Applicant claims an order of possession and unpaid rent of \$5,100.00 to and including June 2020.

The Respondent states that rents are unpaid due to the deposit paid for the sale of the property and because the main house was not suitable for living. The Respondent states that it has occupied a cabin on the property as a result. The Respondent states that it is moving off the property and needs time to relocate horses that it has on the property.

Analysis

Section 2(1) of the Act provides that Despite any other enactment but subject to section 4 [*what this Act does not apply to*], this Act applies to tenancy agreements, rental units and other residential property. Given the undisputed evidence that a contract for the purchase and sale of the unit was entered into with the Respondent paying a deposit, I find that the Respondent holds a greater interest in the property than that provided under the tenancy agreement. I also consider the Respondent's evidence that a dispute over the rent claim is related to the deposit paid on the property. As the Act does not apply to the transfer of property rights greater than that provided under a tenancy agreement, I find that the dispute is not under the jurisdiction of the Act.

Conclusion

The Act does not apply to the dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 07, 2020

Residential Tenancy Branch