



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with the Applicants' application filed under the Residential Tenancy Act (the "Act"), requesting an Order for the Landlord to comply with the Act. The matter was set for a conference call.

One of the Applicants and an agent for the Respondent (the "Respondent") attended the hearing and were each affirmed to be truthful in their testimony. Both parties were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Should the Respondent be ordered to comply with the Act?

Background and Evidence

The parties agreed that the rental property was sold, by this Respondent, to these Applicants, and that the sale of this property closed on July 17, 2020. The Respondent provided a copy of the contract of purchase and sale into documentary evidence.

The Applicant testified that they are seeking an order for the previous owner, the Respondent, to make repairs to the property, that the Applicants now own.

Analysis

Based on the above, testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the Applicants are seeking an order for the Respondent to comply with the Act by making repairs to the rental property.

The Act defines a Landlord as:

"landlord", in relation to a rental unit, includes any of the following:

- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
 - (i) permits occupation of the rental unit under a tenancy agreement, or
 - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;
- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- (c) a person, other than a tenant occupying the rental unit, who
 - (i) is entitled to possession of the rental unit, and
 - (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
- (d) a former landlord, when the context requires this;

I find that the Respondent to these proceedings is the former Landlord of the property, and therefore does meet the legal definition of a landlord. However, where I can agree that as a former landlord they may hold some legal liability to their former tenants due to possible losses suffered during the term of their tenancy, I find that there is no provision under the *Act* that would require a former landlord to make current or future repairs to a rental property that they are no longer own.

Overall, I find this claim to be more in the nature of a dissatisfied real estate purchaser, not a landlord and tenant dispute.

Consequently, I find that the *Residential Tenancy Act* does not apply to this matter, and I decline jurisdiction.

Although the *Residential Tenancy Act* does not apply to this matter, the parties may further pursue this matter through a court of competent jurisdiction.

Conclusion

The *Residential Tenancy Act* does not apply to this matter, and I decline jurisdiction.

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: August 20, 2020

Residential Tenancy Branch