



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

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

1. An Order cancelling a notice to end tenancy – Section 46; and
2. An Order that the landlord comply with the Act – Section 62.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the agreement between the Parties a tenancy agreement?

Background and Evidence

The Tenant states that the unit and property in question is governed by a purchase agreement, that \$50,000.00 was paid for the option to purchase the property and that out of the \$1,575.00 paid to the Landlord each month, \$575.00 goes towards the purchase price.

Analysis

Section 2 of the Act provides that the Act applies to tenancy agreements, rental units and other residential property. Based on the undisputed evidence of the Tenant that

property is subject to purchase and that monies have changed hands for the right of possession of the property, I find that the property is not rental or residential property under the Act and that the Act therefore does not apply to the dispute between the Parties. I therefore dismiss the Tenant's application.

Conclusion

The Tenant's application is dismissed for lack of jurisdiction over 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 *Residential Tenancy Act*.

Dated: October 22, 2013

Residential Tenancy Branch