

Residential Tenancies Tribunal

Application 2023 No. 668NL

Decision 23-0668-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:49 PM on 22 August 2023 via teleconference.
2. The applicant, [REDACTED] ("NC"), participated in the hearing. The respondents, [REDACTED] ("AC") and [REDACTED] ("SC"), were also in attendance.

Issues before the Tribunal

3. The applicant is seeking the following:
 - An order for a payment rent in the amount of \$1000.00,
 - An order for a payment of late fees in the amount of \$75.00,
 - An order for a payment of "other" expenses totalling \$75.00, and
 - An order for vacant possession of the rented premises.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this decision is section 3 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

6. NC amended her application at the hearing and stated that she was now seeking an order for a payment of \$1500.00 in rent.

Issue 1: Does this Tribunal have Jurisdiction to hear these Matters?

Relevant Submissions

7. The following facts do not seem to be in dispute.
8. In October 2017, NC and AC entered into rent-to-own agreement for the premises located at [REDACTED]. AC moved into that property at that time with his family, leaving another property he had already purchased from NC, also through a rent-to-own arrangement.
9. In 2022 the agreement for [REDACTED] fell through, and it was then agreed that NC would sell the property to SC, AC's sister, under a separate rent-to-own agreement. That agreement was executed in September or October 2022, and SC paid NC a \$5000.00 deposit towards the purchase price of the property. AC continues to live at this property, while SC pays \$575.00 per month for rent and insurance.
10. NC cancelled that agreement in May 2023, and she is now seeking an order for vacant possession of the property, as well as orders for a payment of rent and insurance.

Analysis

11. I informed the parties at the hearing that I would not hear NC's application. This Tribunal's jurisdiction is restricted to the general administration of the *Residential Tenancies Act, 2018*, and section 3 of this *Act* states:

Application of Act

3. (1) *Notwithstanding another Act or agreement, declaration, waiver or statement to the contrary, this Act applies where the relationship of landlord and tenant exists in respect of residential premises.*

(2) *Notwithstanding another Act or agreement, declaration, waiver or statement to the contrary, this Act applies to residential premises, residential complexes and rental agreements, whether made before or after this Act comes into force.*

(3) *The relationship of landlord and tenant shall be considered to exist in respect of residential premises where the tenant*

(a) *uses or occupies residential premises and*

(i) *has paid or agreed to pay rent to the landlord, or*

(ii) *a governmental department or agency has paid or has agreed to pay rent to the landlord;*

(b) makes an agreement with the landlord by which the tenant is granted the right to use or occupy residential premises in consideration of the payment of or the promise to pay rent; or

(c) has used or occupied residential premises and

(i) has paid or agreed to pay rent to the landlord, or

(ii) a governmental department or agency has paid or agreed to pay rent to the landlord.

12. This Tribunal does not have jurisdiction over, nor can it make orders or rulings concerning, relationships which fall outside that of landlord and tenant, as characterized above. In particular, as “rent” is defined in the *Act* as money, or other value, paid to a landlord for “use and occupation” only, the *Act* does not apply where money is paid for the purchase price of property. This includes rent-to-own arrangements, the exercise of purchase options in a lease, or any other arrangement whereby the tenants come to have an equitable interest in real property.
13. As NC had entered into separate rent-to-own agreements with both AC and SC, in 2019 and 2022, respectively, their relationship is characterized as one of vendor and purchaser, and some of the money that they had paid to NC was to go towards the purchase price of the home, and was not solely for “use and occupation”. As this Tribunal’s authority and powers are restricted to the relationship of landlord and tenant, and as it can make no ruling or order concerning relationships between vendors and purchasers, I conclude that this matter falls outside our jurisdiction.

Summary of Decision

14. This matter falls outside the jurisdiction of this Tribunal, as set out in section 3 of the *Residential Tenancies Act, 2018*.
15. The application is dismissed.

24 August 2023

Date


John R. Cook
Residential Tenancies Tribunal