

## Residential Tenancies Tribunal

Application 2025-1016-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:00 a.m. on 27-November-2025.
2. The applicant, [REDACTED], attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], did not attend.

### Preliminary Matters

4. During the preliminary stage of the hearing, while confirming the existence of a landlord-tenant relationship, a jurisdictional issue arose. It became necessary to first determine whether this tribunal has the authority to adjudicate the matter before proceeding further.
5. While establishing the residential tenancy relationship, I reviewed the rental agreement submitted by the applicant in support of their claim. The document is titled "Rental Contract with Buyout." It provides the respondents with the option to purchase the property after a rental period of 5 years and 6 months (66 consecutive months), beginning on 1-February-2025 and ending 31-August-2030. The agreement states that the home may be purchased for the cost of transferring ownership at the end of this term. The applicant also allows that the respondent is permitted to renovate the dwelling and property. It further provides that the applicant is not liable for the condition of the dwelling or property after February 2025 and that the respondent may purchase the home at any time upon paying the remainder of the rental price and applicable transfer fees. The agreement is signed by the applicant on 22-January-2025 and by the respondent on 11-February-2025.
6. Based on this analysis, I find that the agreement allows the property to be purchased at any time for the remainder of the rental price plus transfer fees. This shows that payments were applied toward the purchase price, creating an ownership interest for the respondents. Under the agreement, they could make improvements to the property, which reflects an intention to purchase rather than a typical tenancy. The Residential Tenancies Act, 2018 section 3(4)(k) states that "*this Act does not apply to an attornment clause in a mortgage or other instrument creating a security interest in residential premises*". Policy 1-8 further clarifies that "*rent with the option to buy*" agreements are covered by the *Residential Tenancies Act, 2018* only if the tenant does not hold an interest in the premises. As the respondents do hold such an interest, this matter falls outside the jurisdiction of the

*Residential Tenancies Act*, which governs landlord-tenant relationships, not agreements involving ownership or property transfer.

7. As such, the Residential Tenancies Tribunal does not have jurisdiction to consider matters arising from this type of agreement.

**Decision**

8. The claim does not fall under the jurisdiction of the *Residential Tenancies Act, 2018*.

January 5, 2026

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office