



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Introduction

This hearing was scheduled in response to the Tenants' Application for Dispute Resolution, in which the Tenants made application for an Order of Possession for the rental unit, a monetary Order for money owed or compensation for damage or loss; and for the return of all or part of the security deposit.

The Advocate for the Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord via registered mail at the service address noted on the Application, on May 29, 2009. A photocopy of the envelope with a Canada Post tracking number was submitted in evidence. A notation on the envelope indicates that the item was refused by the recipient. The Canada Post website shows the mail was refused and was returned to the sender on June 08, 2009. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Landlord did not appear at the hearing. The hearing proceeded in the absence of the Landlord.

After the conclusion of the hearing I received a request for an adjournment that was submitted by an agent for the Landlord. As this request was not received until after the conclusion of the hearing, the request was not considered.

### Preliminary Issue #1

In documents submitted with the Tenants' Application for Dispute Resolution, the Tenants indicated that they wished to have an in-person hearing. At the beginning of the hearing the Tenant was asked if they still wished to have this hearing conducted in person. The Advocate for the Tenant stated that they wished to proceed with the teleconference hearing, as they wished to avoid any further delay.

### Preliminary Issue #2

Before considering the merits of this Application for Dispute Resolution, I must first consider the issue of jurisdiction. Section 4(g)(vi) of the *Residential Tenancy Act (Act)* stipulates that this Act does not apply to living accommodation that is made available in the course of providing rehabilitative or therapeutic treatment or services.

The Tenant stated that he did sign an agreement that outlines terms relating to the occupancy of the subject accommodations. He stated that he did not submit a copy of that agreement because he was unable to locate his copy. I must therefore make a

Residential Tenancy Branch  
Ministry of Housing and Social Development

determination on jurisdiction without the benefit of the written contract that outlines the terms and conditions that were agreed to by the parties.

The Tenant stated that he entered into this residency agreement with the understanding that both Tenants would be provided with methadone by the staff at the residential complex, for the purposes of treating a heroin addiction. He stated that he believed that neither he nor his co-tenant would have been permitted to reside at the complex if they were not eligible to receive methadone from the staff at the complex.

The Advocate for the Tenant argued that the appropriate test for determining whether the threshold of section 4(g)(vi) has been met is not a *de minimus* test of whether any treatment or services are provided. She contends that the appropriate test is whether residence is necessarily incidental to the treatment or services that are provided.

I find that wording of section 4(g)(vi) clearly excludes any living accommodations from the Act if they *are made available in the course of* providing rehabilitative or therapeutic treatment or services. I interpret this to mean that residency would not be permitted unless the occupant was receiving a rehabilitative or therapeutic treatment or service. In the circumstances before me, I find that neither Tenant would have been permitted to occupy this rental unit if they had not been eligible to receive methadone from the staff at the residential complex. I based this conclusion on the testimony of the Tenant, who stated that the Tenants would not have been allowed to live in this residential complex if they were not receiving methadone from staff at the complex.

The Act does not define the term “therapeutic”, however the Merriam-Webster’s Dictionary defines the term as “relating to the treatment of disease or disorders by remedial agents or methods”. I find that providing methadone to addicts constitutes a therapeutic service, as it is directly related to treatment of an addiction.

I therefore conclude that these living accommodations were provided to the Tenants in the course of their methadone treatment and that the accommodations are, therefore, exempt from the provisions of this Act, pursuant to section 4(g)(vi) of the Act.

The Tenant stated that he knows of two people living in the residential complex who are not receiving treatment for methadone. I find that this is not relevant to jurisdiction, as it does not relate to the terms and conditions of this residency.

## Conclusion

As I have determined that these living accommodations are exempt from the Act, I find that I do not have jurisdiction to determine the merits of this dispute. On this basis, I dismiss the Tenant’s Application for Dispute Resolution.



# Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Ministry of Housing and Social Development

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: July 14, 2009.

---

Dispute Resolution Officer