



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MND, MNDC, MNR, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Applicant applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; for a monetary Order for damage to the rental unit; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

Both parties were represented at the hearing.

### Preliminary Issue

Before considering the merits of the Application for Dispute Resolution I must determine whether this application has jurisdiction under the *Residential Tenancy Act (Act)*. The legislation does not confer authority to consider disputes between all types of relationships between parties.

Section 4(f) of the *Act* stipulates that the *Act* does not apply to living accommodation provided for emergency shelter or transitional housing.

The Applicant and the Respondent agree that the parties entered into a written tenancy agreement, which names the Applicant as a landlord and the Respondent as one of the tenants.

The Respondent said that neither she nor the other person named as a tenant on the agreement uses this rental unit as their primary residence and that she and the other person named as a tenant on the agreement operate a business which provides temporary housing to recovering addicts. The Respondent submitted documentation, dated June 01, 2010, to show that she has a registered a business at the address of the rental unit.

The Respondent stated that she and the other person named as a tenant on the agreement are in the business of providing temporary housing to persons recovering from addictions; that they typically provided clients with housing for periods ranging from 2 to 6 months; that the clients are providing with a variety of programs during the day

that are designed to assist them in recovering from their addictions; that most, if not all, of their clients use these premises as their primary residence; that the clients pay a monthly fee of \$560.00; and that the business receives funding from the Provincial Government.

The male Applicant submitted no evidence to dispute the Respondent's testimony that she is providing transitional housing to persons recovering from addictions.

### Analysis

On the basis of the information provided by the Respondent and in the absence of evidence to the contrary, I find that this rental unit is being rented for the purpose of providing transitional housing to persons who are recovering from addictions. I therefore find that I do not have jurisdiction in this matter, pursuant to section 4(f) of the *Act*.

### Conclusion

As I have determined that I do not have jurisdiction in this matter, I am unable to consider the Landlord's Application for Dispute Resolution.

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, 2011.

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Residential Tenancy Branch