

## DECISION

Dispute Codes      OLC, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord confirmed that the tenant handed a copy of her dispute resolution hearing package to the landlord's representatives on August 26, 2011. I am satisfied that the tenant served this package to the landlord.

Prior to the hearing, the landlord submitted written evidence in which the landlord maintained that the tenant's application did not fall under the jurisdiction of the *Act* because the occupancy is by way of an Occupancy Agreement for transitional housing. The landlord noted that section 4(f) of the *Act* establishes that living accommodation provided for emergency shelter or transitional housing is not covered by the *Act*.

### Issues(s) to be Decided

Does this application fall within the jurisdiction of the *Act*?

### Background and Evidence

The landlord submitted a copy of the November 15, 2010 Occupancy Agreement between the parties that formed the basis for the applicant's occupancy of the premises commencing that date. This Occupancy Agreement noted that the terms of occupancy and the Agreement were in conjunction with the Transitional Housing Agreement she had signed with the provider of these premises.

The tenant said the premises in question are second stage housing which are not used for an emergency shelter. However, she agreed that she had signed the Occupancy Agreement and a Transitional Housing Agreement for these premises with the landlord.

### Analysis

Section 4(f) of the *Act* reads in part as follows:

4. *This Act does not apply to...*

*(f) living accommodation provided for emergency shelter or transitional housing,...*

There is undisputed evidence before me that these premises were rented as transitional housing. I find that this evidence shows that the rental unit was provided as “living accommodation provided for transitional housing” to which the *Residential Tenancy Act* does not apply. I therefore have no jurisdiction to render a decision in this matter.

#### Conclusion

I decline to hear this matter as I have no jurisdiction to consider this application.

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*.