



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, PSF

Introduction

This hearing dealt with the tenant/applicant's (hereafter referred to as "applicant") application for dispute resolution under the Residential Tenancy Act (the "Act") seeking the landlord/respondent's (hereafter referred to as "respondent") compliance with the Act and an order requiring the landlord to provide services or facilities required by law.

The applicant and the respondent appeared at the hearing.

At the outset of the hearing the issue of jurisdiction under the Residential Tenancy Act was explored as to the determination of whether this dispute fell under the jurisdiction of the Act.

Issue(s) to be Decided

1. Does the *Residential Tenancy Act* apply to this dispute and do I have jurisdiction to resolve this dispute?
2. Has the applicant established an entitlement for orders to the respondent?

Background and Evidence

Due to the listed name of the respondent, I queried their agent of the nature of the applicant's residency at their premises.

The agent stated that the residential property is a "capacity" building, and that the management administers medicine, financial matters and case plans to each resident. The case plans, as further explained by the agent, are agreements signed by residents, agreeing to participate in programs designed help the residents with life skills, such as social skills and money management.

The agent further described the residential property as "supportive housing."

The applicant, in response, argued that she signed a residential tenancy agreement; however, the applicant supplied no evidence.

Analysis

Section 4 of the Act states that the Act does not apply to a living accommodation made available in the course of providing rehabilitative or therapeutic treatment or services.

I find on a balance of probabilities that the respondent provides services to the residents of the residential property that are both rehabilitative and therapeutic, which is shown by the residents' obligation to sign an agreement requiring them to participate in certain programs offered by the respondent.

A supportive housing situation dispensing medicine, financial assistance and other life skills to the residents demonstrates rehabilitative services.

Conclusion

In light of the above, I find that the living accommodation meets the above criteria for exclusion under the Act, and I therefore decline to find jurisdiction to resolve this dispute.

The parties are at liberty to seek the appropriate legal remedy to this dispute.

I find the *Residential Tenancy Act* does not apply to this dispute and I have declined jurisdiction.

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 04, 2012.

Residential Tenancy Branch