



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC and FF

### Introduction

This hearing was convened on the tenants' application to have set aside a Notice to End Tenancy for cause dated May 24, 2012 and served June 29, 2012 due to its having been sent to the wrong address according to the tenants.

The tenants also stated that the notice had been served without the second page which specifies the landlords' reasons for wanting to end the tenancy and the absence of which would render the notice unenforceable.

Despite having been served with the Notice of Hearing, the landlords did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

At the commencement of the hearing, the tenants advised that the rental unit in question was leased to accommodate an addiction rehabilitation and treatment center. They stated that the agreement, although on a Residential Tenancy form, was more in the nature of a commercial agreement as the intended use was for the treatment center, although for various reasons it has not yet been used for that function.

Section 4 of the *Act* provides that, among others, the *Act* does not apply to:

- (d) living accommodation included with premises that
  - (i) are primarily occupied for business purposes, and
  - (ii) are rented under a single agreement,
- (g) living accommodation
  - (vi) that is made available in the course of providing rehabilitative or therapeutic treatment or services,

Accordingly, I must decline jurisdiction to hear this matter and refer the parties to a court of competent 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 24, 2012.

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Residential Tenancy Branch