



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lookout Emergency Aid Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause.

Both parties attended the hearing by conference call and gave testimony. The Landlord has acknowledged receiving the Tenant's notice of hearing package. The Tenant has acknowledged receiving the Landlord's evidence package. The Tenant has not submitted any documentary evidence. I am satisfied based upon the above facts that both parties have been properly served with the notice of hearing package any submitted documentary evidence.

Prior to the Hearing and at the Hearing the Landlord submitted that the dispute was outside the jurisdiction of the Act and has provided a copy of Section 4 (f) of the Act as well as a copy of "Yukon Residence Transitional Housing Program Applicant Acknowledgement". The Landlord states that they operate an emergency shelter on the main level and a transitional housing program above that for which the Applicant is a Tenant.

Section 4(f) of the Act provides that the Act does not apply to "living accommodation provided for emergency shelter or transitional housing". The Act does not define "transitional housing" however it is clear from the word "transition" that the meaning indicates a temporary state between movement from one point to another. Such housing in the present context then implies that the accommodation is temporary and time limited or an intermediate step between homeless or at risk of being homeless and being permanently housed. A key determinant of transitional housing therefore would be the length of tenancy offered by the housing provider and the provision of assistance.

The Landlord has provided a copy of a "Yukon Residence Transitional Housing Program Applicant Acknowledgement" which states,

"I am aware that as a resident in the Yukon Residence Transitional Housing Program, that my stay is subject to:

- Following through on the goals I have identified for myself.
- Working with staff to achieve these goals.
- Adhering to the Tenancy Lease and Building Rules.
- A maximum length of two years.

...In addition, I realize that upon meeting my goals and/or finding appropriate permanent housing, I will be expected to move into permanent housing within 30 days." This document was signed on May 10, 2012 by the Tenant, A.P.

In this case, the Landlord has indicated that there is a limited length of time that a person can stay in the units, "a maximum length of two years". The Landlord has also referred to this agreement which states, "...that upon meeting my goals and/or finding appropriate permanent housing, I will be expected to move into permanent housing within 30 days." The Landlord has indicated in his direct testimony that attempts were made for the Tenant to receive assistance through the Landlord for addiction issues, assistance to permanent housing and life skills training. The Landlord states that after repeated attempts to schedule the Tenant into these programs from May 2012 to December 2012 that the Tenant no longer made any further efforts and is no longer a viable program participant. The Landlord has also stated that the service of the 1 month notice to end tenancy issued on March 12, 2013 for cause is a form used as a guideline to inform the Tenant that they must leave the program and not an admittance that the Residential Tenancy Act applies to Transitional Housing Programs. The Tenant disputes the Landlord's claims by stating that he has asked repeated for assistance in gaining supports for additional services. The Landlord also states that the Tenant at one time was part of a medication assistance program where the Tenant brought their prescriptions to the Landlord who in turn would assist with the daily dispensing of such medications to the Tenant.

I find that the Landlord's issuance of a notice under the Act and their argument that Section 4(f) applies to be confusing and contradictory. However, I find that the Tenant entered into a Transitional Housing Program operated by the Landlord for a limited duration with a plan to "transition" or to achieve these goals and to move on. I am satisfied that the Landlord has provided sufficient evidence that the Lookout Emergency Aid Society operates as Transitional Housing and is exempt from the Act.

The Landlord's Application is granted. As such, the Tenant's Application to cancel the notice to end tenancy is dismissed without leave to reapply and the merits of the Landlord's notice to end tenancy were not reviewed for this decision.

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: April 16, 2013

Residential Tenancy Branch