



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOOKOUT AID EMERGENCY SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC OLC LRE OPT RR PSF

Introduction

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- a) To obtain a return of his bike or a monetary order for its value or \$5,000;
- b) That the landlord obey the provisions of the Act and restrict the landlord's entry to notice periods pursuant to section 29 and allow the tenant access to his suite pursuant to section 30; and
- c) To obtain an Order of Possession for the tenant.

Service:

The tenant /applicant did not attend but the landlord gave evidence that the tenant personally served the Application for Dispute Resolution on the staff. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that the landlord is not complying with the provisions of the Act, is entering his suite illegally and is responsible to compensate him for the value of his bike? Has he proved on the balance of probabilities that he should be given an Order of Possession for his unit?

Background and Evidence

The tenant/applicant did not attend the hearing. After waiting 10 minutes, the hearing proceeded in his absence and the landlord was given opportunity to be heard, to provide evidence and to make submissions. The landlord said that this is a supportive housing complex with minimal barriers so the tenants can use drugs and alcohol in their units. It is designed for harm reduction and to provide safety for the tenants and rules are necessary. He said that this tenant was upset with the rules, for example, the rule that guests after 11 p.m. must sign in and be met and escorted by the tenants.

In answer to the tenant's written allegations, the landlord said that they never enter a tenant's suite without the necessary 24 hour notice unless it is an emergency. He said

they provide a secure area for the bikes but it is the tenant's responsibility to put their bikes in this area and lock them; apparently this tenant did not and his bike was stolen but management has no knowledge of who took the bike. The manager said that they had rescinded the Notice to End Tenancy which had been given to this tenant for cause. There had been two overdoses and the death of the tenant's friend so they had issued a Notice to End Tenancy but the tenant has gone into Rehabilitation so they cancelled it.

The landlord discussed whether or not this type of housing falls under the Act. On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

The tenant did not attend and provided no documentary evidence to support his claims. I find the sworn evidence of the landlord credible. I find the landlord obeys the provisions of the Act and does not enter the tenants' suites illegally. I find further there is insufficient evidence to support the tenant's allegation that the landlord is responsible to compensate him for the theft of his bike. I find the landlord's evidence credible that they supply safe and secure housing facilities and a safe storage area for bikes and I find they are not responsible for theft of the tenant's bike. No application was made to cancel a Notice to End Tenancy, the manager said it was rescinded so I find an Order of Possession for the tenant is not necessary.

I find I have jurisdiction under the Act. I find section 4(k) and Regulation section 2 exempt rent increases in certain types of housing from the Act. I find the description of the housing complex does not fit the exemptions provided in section 4(g) as the complex does not provide rehabilitative/ therapeutic services or personal care but is a minimal barrier/harm reduction complex with rules designed for safety.

Conclusion:

I dismiss the application of the tenant in its entirety without leave to reapply. 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: August 20, 2013

Residential Tenancy Branch