



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Society of Hope  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC OLC O

### Introduction

This hearing convened pursuant to an application by an occupant for monetary compensation and an order that the landlord comply with the Act, regulation or tenancy agreement. The applicant and the respondent both participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Preliminary Issue – Jurisdiction

#### *Submissions*

The respondent housing society raised an issue of jurisdiction. The position of the respondent was that they operated “second stage” transitional housing, and therefore the *Residential Tenancy Act* does not apply to them. The respondent submitted a copy of their agreement with the applicant, which is identified as “License to Occupy a Short Term Suite.” The agreement shows the start date of residency as May 1, 2013, and the end date of residency as April 30, 2014. The respondent stated that they provide temporary and safe housing of one month to one year for women and women with children. The residents need to be drug- and alcohol-free for six months. No males are allowed to occupy or attend the property. The residents must set out and pursue three goals that are indicated on the agreement. The respondent submitted documentary evidence that showed that the society receives funding from the provincial government’s Provincial Homelessness Initiative, which provides housing and integrated supports to people who are homeless or at risk of being homeless.

The applicant stated that she believed the Act did apply. She stated that the agreement sets out rights and responsibilities for both the tenant and the landlord, and she has been following the rules. The applicant also stated that she was promised at least a year to pick up her life, and she was not planning to stay for just two or three months. I asked the applicant to describe her understanding of the agreement between her and the society at the time that she entered into the agreement. The applicant responded that she understood she qualified for the program; she wanted to move forward; and she understood that she would only get to be there for a year before moving forward.

### *Analysis*

Upon consideration of the evidence, I find that I do not have jurisdiction to hear this matter. I accept the respondent's definition of the housing provided to the applicant as "transitional housing." Occupants must meet specific criteria to qualify for the program, and they must work to meet particular goals during the limited period of the program. The applicant herself acknowledged that when she entered into the agreement, she knew that she had to meet specific criteria, the program required her to set and work toward specific goals, and the limit to the program was a maximum of one year.

### Conclusion

I decline jurisdiction to hear this matter.

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: September 6, 2013

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Residential Tenancy Branch

