



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dove Street Ministries
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlord/applicant's (hereafter referred to as "applicant") application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, and for recovery of the filing fee.

The applicant appeared at the hearing and supplied evidence that the tenant/respondent (hereafter referred to as "respondent") was served with their Notice of Hearing and application via registered mail on October 18, 2013.

I find the respondent was served notice of this hearing in a manner required under section 89 of the Act.

At the outset of the hearing, due to the documentary evidence submissions of the applicant, 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 this dispute fall under the jurisdiction of the *Residential Tenancy Act* so that I have authority to resolve this dispute?
2. Has the applicant established an entitlement for an order of possession for the rental unit, monetary compensation and to recover the filing fee?

Background and Evidence

The applicant did not supply a written tenancy agreement or any tenancy agreement which indicates that the respondent owes monthly rent to the applicant; instead the applicant supplied documents entitled, among others: "DS Recovery House Contract,"

“DS Recovery House Agreement between individual client and DS,” “DS Recovery House Expectations and Responsibilities,” “DS Recovery House Relationship contract,” and “DS Recovery House Consent to Treatment.”

In response to my question, the applicant confirmed that she is a minister and counselor, that she is in fact a tenant to the owner of the home and rents out bedrooms to clients, that she provides meals to the occupants, and that she provides rehabilitation services to drug addicts.

The applicant further explained there are contracts signed by residents, agreeing to participate in programs designed help the residents with their addictions and nutritional needs.

The applicant further described the residential property as a “recovery house.”

Analysis

Section 4 (g)(vi) 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 applicant 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 applicant and consenting to treatment by the applicant’s staff.

Conclusion

In light of the above, I find that the living accommodation here meets the above criteria for exclusion under section 4(g)(vi) of the Act, and I therefore decline to find jurisdiction to resolve this dispute.

The applicant is 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: November 27, 2013

Residential Tenancy Branch

