



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOOKOUT NORTH SHORE SHELTER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC, MNDC, OPT, AAT, LAT, RR

Introduction

This hearing was convened in response to an application by the applicant tenant filed on September 29, 2013 and accepted on October 29, 2013, pursuant to the *Residential Tenancy Act* (the "Act"), primarily to dispute the landlord's notice to end the tenancy for cause given between "early September" and September 14, 2013, according to both parties; and, compensation in the sum of all rent paid to date since the start of the residency in February 2012, as well as a quantum of other ongoing tenancy related matters.

It must be noted that the tenant no longer resides in the unit and occupies different accommodations, and by their application seeks to regain possession of the rental unit.

Both parties were given opportunity to be heard and were each given opportunity prior to the hearing to submit evidence upon which they wished to rely. Neither party provided additional document evidence to the application and relied on oral testimony.

Preliminary Matters

Prior to any testimony the landlord submitted that the dispute was outside the jurisdiction of the Act on the basis the applicant's residency was pursuant to a 2 year transitional housing program agreement, within the supported residential housing units situated above the emergency shelter portion of the residential property: also operated by the landlord. The tenant objected on the basis the landlord received *rental payments* from a government income assistance program and that those payments were paid directly to the landlord and that unit was under the auspices of BC Housing. The landlord was permitted to advance explanation for their submission to which both parties provided testimonial evidence as follows:

- The landlord testified they operate a homeless temporary shelter on the lower portion of the property, and also a staffed supported housing resource program for a lengthier time up to 2
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- years in the upper portion of the property.

- The parties acknowledged the applicant entered into a 2 year transition housing agreement in February 2012, but that this arrangement ended in mid-September 2013 when the applicant was removed by Police and is currently subject to a *No Contact Order*, for purportedly assaulting staff.
- The landlord testified the claimed transitional housing program is a staffed resource inclusive of a resident support worker and that staff administer medications to applicable residents. The program is conditional on participation by residents and that the program agreement includes goals for integration to mainstream housing. The parties agreed that the applicant was originally in this program for 2 years, then subsequently left the program and was allowed re-entry into the program in 2012, after an interim tenancy.

Issue(s) to be Decided

Does the Act apply to the dispute?

Evidence and Analysis

Section 64 of the Act provides that each Decision or Order must be made on the merits of the case as disclosed by the evidence. In this matter I accept the parties' testimony and on preponderance of that evidence submitted I find that the accommodations described by the parties are accommodations that fall under Section 4(f) of the Act which, in relevant part, states:

4 This Act does not apply to

(f) living accommodation provided for emergency shelter or transitional housing,

Conclusion

Jurisdiction is declined.

This Decision is final and binding on both parties.

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: December 13, 2013

Residential Tenancy Branch