



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ST. PATRICK'S HOUSE SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

For the landlord: OPR OPC OPB MNR MNSD MNDC FF
For the tenant: OLC LRE OPT

Introduction

This hearing was scheduled in response to the cross-applications of the parties under the *Residential Tenancy Act* (the “*Act*”). The landlord applied for an order of possession for unpaid rent or utilities, for cause and for breaching an agreement with the landlord, for a monetary order for unpaid rent or utilities, to keep all or part of the pet damage deposit or security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee. The tenant applied for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, for suspend or set conditions on the landlord’s right to enter the rental unit, and to obtain an order of possession of the rental unit.

An agent for the landlord and the tenant attended the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. In the landlord’s documentary evidence, the landlord wrote that the *Act* does not apply to the landlord due to the landlord providing transitional housing.

As the issue of jurisdiction was raised, the parties were advised that I would first determine whether I had jurisdiction to resolve this dispute. The parties were advised that my Decision would determine whether I had jurisdiction under the *Act* to resolve this dispute.

Issue to be Decided

- Does the *Act* apply and do I have jurisdiction to resolve the dispute?

Jurisdiction

The agent testified that the landlord operates an alcohol and drug treatment centre, which the tenant confirmed. The landlord testified that stays typically range from 90 days or shorter, which the tenant did not dispute. The parties agreed that the tenant is part of the “Second Stage Housing” and confirmed that the “House Rules” were signed by the tenant on or about December 20, 2013. The parties also agreed that one of the “House Rules” state that there will be “....random urinalysis testing of residents...”. That rule goes on to read, “...Failure to provide a urine sample will mean eviction.”

The landlord cited section 4(f) of the *Act* in their documentary evidence as support that the *Act* does not apply to “transitional housing”. The “Welcome” document submitted in evidence supports that all residents are expected to abide by the “Transition House Rules”.

Jurisdiction Analysis

Section 4 of the *Act* provides that the *Act* does not apply to certain living accommodation, including “living accommodation provided for emergency shelter or transitional housing.” The *Act* does not define “transitional housing”. The ordinary meaning of the word “transition” includes:

“a passing from one condition, form, state, activity, place, etc.”

[Webster's New World Dictionary: Third College Edition]

The definition of “passing” includes:

“going by, beyond, past over, or through” and “lasting only a short time; short-lived; fleeting; momentary.”

[Webster's New World Dictionary: Third College Edition]

Applying the inclusive principal of statutory interpretation I refer to the use of the term “emergency shelter” in determining the intended meaning of transitional housing. I find that the exclusion of emergency shelters and transition houses from the application of the *Act* refers to accommodation that are of a temporary nature designed to house individuals or families moving from one place to another, often in emergency situations. I find this determination consistent with the definition of transition and passing, as provided above.

In the matter before me, the tenant agreed with the agent that the landlord operates an alcohol and drug treatment centre, the tenant did not dispute that stays are generally 90 days or shorter, and that “House Rules” apply including a rule relating to random urinalysis testing.

Based on the above, I find there is sufficient evidence to support that these cross-applications relate to a living accommodation provided for transitional housing. Therefore, pursuant to section 4(f) of the *Act*, I decline jurisdiction to resolve this dispute between the parties.

Given the above, the parties will not be receiving a Notice of a Reconvened Hearing as I have declined jurisdiction to resolve this dispute.

Conclusion

The cross-applications of the parties have been determined to fall outside of the jurisdiction of the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 7, 2014

Residential Tenancy Branch

