



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, ERP, RP, LRE, OPT, AAT

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on August 2, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the applicant is entitled to a monetary order and if so how much?
- b. Whether the applicant is entitled to an order for emergency repairs?
- c. Whether the applicant is entitled to an order to make repairs to the unit?
- d. Whether the applicant is entitled to an order suspending or setting condition on the landlord's right to entry?
- e. Whether the applicant is entitled to a Tenant's Order for Possession?
- f. Whether the applicant is entitled to an order allowing access to the unit for the tenant or the tenant's guests.

Background and Evidence

The applicant and respondent signed a Transitional Tenancy Agreement on December and a Safe and Supportive Transitional Housing Policy document tenancy began on December 7, 2012. The agreement provided that the tenancy was not governed by the Residential Tenancy Act but was governed by the policies of the Safe and Supportive Housing program. It provided this was transitional housing. The tenant was to pay rent of \$475 per month and he paid a damage deposit of \$212.50. It provided that the tenancy could be terminated immediately if the tenant did not comply with house rules.

The evidence indicates that the landlord is a charitable organization that provides supportive and safe housing for high needs people at risk of homelessness. They provide tenant support, in-house medical, addiction counselling, affordable rent, housekeeping, advanced pest control, placement for more suitable housing – moving from transitional to stable housing. The arrangements are transitional in nature.

The tenancy was terminated after he physically assaulted another tenant causing sustained swelling and bruising to the right side of the other tenant's head and face, a laceration near his right eye and he is now fearful for his safety. The respondent has a zero tolerance policy for physical violence and the applicant was evicted. The applicant testified the other tenant was a drug pusher who has not been properly dealt with.

The landlord relies on decision dated May 14, 2014 of the Residential Branch in File # 818476 between the landlord and a third party. The Arbitrator considered the evidence in that hearing and determined the respondent offered transitional housing and the Residential Tenancy Act did not apply.

The Law:

Section 4 of the Residential Tenancy Act includes the following:

What this Act does not apply to

4 This Act does not apply to

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

Analysis:

After considering all of the evidence I determined the respondent is a social service agency providing transitional housing. I accept the evidence of the landlord that the agreement was to provide supportive services to “transition” to a more permanent type of living arrangement. As such I determined that the housing provided to applicant in the Safe and Supportive Transitional Tenancy Agreement is for transitional housing and is not covered by the Residential Tenancy Act.

As a result I decline 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: August 19, 2014

Residential Tenancy Branch

