



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC

Introduction

This hearing dealt with an application pursuant to the *Residential Tenancy Act* (the “Act”) for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The respondent’s agent (the agent) appeared on behalf of the respondent.

Preliminary Issue - Jurisdiction

The respondent is a society. The agent testified that the society provides transitional housing. The society provides housing to adults, ages 19 to 65, with mental health challenges. The society provides shared housing accommodations. The purpose of the society is to help transition its clients from shelters, hospitals, or other living situations to independent living, to live with their families, or into long-term facilities. In order to meet this goal, the society helps clients develop life skills that will allow them to live more independently. The society works with various mental health teams and health authorities to provide care to the clients.

The applicant testified that most of the society’s clients resided at the facility for less than two months. The agent testified that clients would live in the society’s facilities for an average of five or six months.

The applicant testified that there were no services provided with the housing: the applicant testified that the residents were all responsible for their own cooking and

cleaning. The applicant testified that an employee of the society would provide medication to residents of the home once per day, but that there was no supervision of the medication throughout the day.

The agent for the respondent testified that the applicant entered into a signed contract with the society. The contract indicated that the society was providing the applicant with transitional housing.

The Act applies to tenant and landlord relationships; however, the Act excludes certain living arrangements. Paragraph 4(f) provides that living accommodation provided for emergency shelter or transitional housing are not subject to the Act.

Neither the Act nor regulations define “transitional housing”. I interpret these words in accordance with their plain and ordinary meanings, that is, “transitional housing” means:

a living arrangement provided to an occupant on a temporary basis with an end goal of finding the occupant permanent housing suitable to that occupant’s specific needs.

I find that the housing provided by the respondent is provided on a temporary basis with the goal of moving residents to long-term, suitable housing. Thus, I find that the housing provided by the respondent is transitional housing within the meaning of paragraph 4(f) of the Act and I do not have jurisdiction over this matter.

Conclusion

I decline to hear this application as I do not have jurisdiction.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: January 28, 2015

Residential Tenancy Branch

