



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding s
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order authorizing the tenant to obtain an order of possession of the rental unit or site, pursuant to section 54,
- an order to have the landlord comply with the Act, regulation or tenancy agreement, pursuant to section 62.

Preliminary Issue to be Decided

Does the Residential Tenancy Branch have jurisdiction to adjudicate this matter?

Background and Evidence

The tenants advocate submits that the matter does fall under the Act and that this is not transitional housing as the landlord purports it to be. The advocate submits that the landlord has attempted to contract outside of the Act in an attempt to have an uneven and unfair advantage over the tenants. The advocate submits that the tenancy agreement does not provide specifics that would be necessary to illustrate that this agreement would be one of transitional housing, such as a short term of six or twelve months.

The advocate submits that the landlord has not done anything out of the ordinary as compared to many other non-profit groups. The advocate submits that the matter should be heard by the Residential Tenancy Branch.

The landlords' agent testified that the services provided by the landlord go above and beyond the basic needs of a standard tenancy. The agent testified that they have arranged a psychiatric physician to care for the tenant as well as mental health workers to assist the tenant. The agent testified that they arrange transportation for her and her dog to get to appointments which illustrates just some of the things they do that a landlord in a "regular" tenancy would not. The agent testified that the tenants are advised at the time of signing their agreements that this is transitional housing and that it's temporary.

The agent testified that many of their agreements lack a specific length to the tenancy by design. The agent testified that they didn't want to make someone homeless due to an artificial time limit in case resources are not available at the time of the tenancy expiring. The agent testified that they have revised some of the newer agreements as a result of some decisions issued by the Branch by, but the intent and business model has always been transitional housing. The agent testified that each individual is assessed every three months to see when and if suitable long term housing is appropriate and available.

Analysis

The tenant testified that she was homeless and made inquiries through the Carnegie Outreach Center. A case worker reviewed her matter and arranged for this tenancy. Even when the landlords took possession of the subject unit, they arranged and offered the tenant alternative housing that better met her needs and suitability. The landlord did not evict the tenant as they would in a "standard" tenancy agreement. Although the tenants advocate challenged the landlord's documentation, I did not find it to be of a level that created unevenness in favour of the landlord. In addition, the agent testified to the extreme measures the staff took to assist the tenant during the time she resided in the subject unit, the attempts to find alternative housing and the steps taken in trying to resolve this matter. The Act specifically excludes tenancies whereby the living accommodation is provided for emergency shelter or transitional housing. I find that the landlords have conducted their business in a manner that is consistent in transitional housing and I find this tenancy to be that.

Conclusion

I find that this housing arrangement is transitional housing and pursuant to Section 4(f) of the Act, I decline to hear the tenants' application as I have no jurisdiction over this matter.

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: October 14, 2016

Residential Tenancy Branch

