



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for loss or damage under the Act, regulations or tenancy agreement, for damage to the unit, site or property and to recover the filing fee for this proceeding.

The Applicant said she served the Respondent with the Application and Notice of Hearing (the “hearing package”) by registered mail on February 23, 2016. Based on the evidence of the Applicant, I find that the Respondent was served with the Applicant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

At the start of the conference call it was determined that the contract between the Respondent and the Applicant was for a living space, some meals to be provided to the Respondent and the Applicant was a care giver when needed by the Respondent. The Applicant said there is no tenancy agreement but she has an arrangement with a program under ICBC to provide housing and care to the Respondent for \$1,500.00 per month. Consequently this situation goes well beyond a tenancy to a situation of a care giver or an in house care facility. Therefore I find this is not a tenancy and the Residential Tenancy Act does not have jurisdiction. Consequently, I do not have jurisdiction to make a finding in this matter. The applicant may want to seek legal advice to determine how to proceed with her claims.

Conclusion

The Applicants application is dismissed due to lack of 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: October 11, 2016

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Residential Tenancy Branch

