



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O and OPT

Introduction

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the *Residential Tenancy Act*. The tenant seeks:

- To cancel a notice to end tenancy

The landlord seeks:

- To obtain an order of possession of the rental unit

The hearing was conducted via telephone and was attended by the landlord, the tenant and an advocate appearing with the tenant. At the outset of the hearing the arbitrator affirmed all parties and explained to all present that he had concerns with respect to the standing of the Residential Tenancy Branch ("RTB") in relation to the property listed on both the tenant and landlord's application for dispute resolution. The advocate for the tenant explained that she wished to make submissions on this matter, however, the advocate wanted to first inquire with the landlord whether they would be open to settlement discussions.

The landlord stated that they were open to discussing a settlement and thus the two parties entered into settlement discussions under their own volition.

Background and Evidence

The landlord and tenant entered into a fixed-term tenancy beginning on October 1st, 2016, ending November 1st, 2016. Rent was set at \$375.00 per month, due on the 1st day of each month. Both the tenant and the landlord initialed the tenancy agreement, indicating that they understood the tenancy to end and that the tenant must move out of

the residential unit at the end of this fixed length of time. No security or pet damage deposit was collected.

Jurisdiction

Section 4 of the *Act* stipulates that the *Act* does not apply to, among other things:

1. Living accommodation provided for emergency shelter or transitional housing; or
2. Living accommodation that is made available in the course of providing rehabilitative or therapeutic treatment or services

The property in question is listed as a City of Vancouver owned building that is advertised as “temporary housing” and offers –

- On-site support services
- Referrals to community health, employment, mental health and addiction services
- Some food services

Furthermore, it is explained in building’s mandate that the “tenants are transitioning from staying in a shelter to living in temporary housing up to two years and then moving to permanent housing.”

A letter dated June 21, 2016, signed by the Managing Director, Housing Delivery & Operations for the City of Vancouver notes that the property in question is “interim supportive housing.” This letter goes on to state that the “facility is identified as interim supportive housing with the expectation that residents will receive support in order to transition to permanent housing”...“tenants are provided supports to transition to permanent housing.”

Analysis and Settlement

After carefully reviewing the documentary and testimonial evidence and the corresponding legislation, I find that I do not have standing to hear this matter. With this in mind, I turn my attention to the settlement discussions that the tenant, the tenant’s advocate and the landlord entered into. Section 63 of the *Act* stipulates that the arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute in an informal

manner. As I do not have jurisdiction in the matter, the following will not be recorded as a settlement decision

The following are my notes on what was discussed and do not constitute a settlement decision. It is open to the parties to formalize their agreement in another forum.

The parties mutually agree as follows:

- The landlord and tenant will sign a new, 3 month fixed-term tenancy agreement
- The tenant will work with a housing support team to transition out of the rental unit
- Bi-weekly reports will be provided to the landlord by the tenant's housing advocate, updating the landlord on the status of their housing search
- The landlord agrees to allow the tenant to vacate the property without any notice
- Any extensions to this agreement will be worked out between the parties themselves, after having discussed the matter together

Conclusion

Based on the above, I decline jurisdiction and am providing a record of my notes taken during the hearing.

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: December 5, 2016

Residential Tenancy Branch