



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes**      CNC

### **Introduction**

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47..

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The landlords confirmed receipt of the tenant's application for dispute resolution ('applications'). In accordance with section 89 of the *Act*, I find the landlords duly served with the tenant's application. As both parties confirmed receipt of each other's evidentiary materials, I find that these documents were duly served in accordance with section 88 of the *Act*.

As the tenant confirmed receipt of the 1 Month Notice that was posted on her door on October 3, 2019, in accordance with sections 88 and 90 of the *Act*, I find the 1 Month Notice deemed served on October 6, 2019, 3 days after posting.

On November 8, 2019 the tenant submitted an amendment to add additional issues to her application including an application for a monetary order, an application for the landlord to comply with the *Act*, authorization to change the locks, and to suspend the landlord's access to the rental unit. Residential Tenancy Branch (RTB) Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claims regarding the One Month Notice and the continuation of this tenancy are not sufficiently related to any of the tenant's other claims to warrant that they be heard together. The parties were given a priority hearing date in order to address the question of the validity of the Notice to End Tenancy.

I exercise my discretion to dismiss all of the tenant's claims with leave to reapply except the application to cancel the 1 Month Notice.

**Preliminary Issue: Does this Application Fall Within the Jurisdiction of the Act?**

Section 4(f) of the *Act* provides that the *Act* does not apply to living accommodations provided for transitional housing. The *Residential Tenancy Regulation* defines transitional housing in section 1(2) as accommodations that are provided:

- (a) on a temporary basis,
- (b) by a person or organization that receives funding from a local government or the government of British Columbia or of Canada for the purpose of providing that accommodation, and
- (c) together with programs intended to assist tenants to become better able to live independently.

The landlords provided the following submissions about how this tenancy does not fall under the jurisdiction of the RTA.

The landlords testified that they had purchased this home for the specific and sole purpose of providing a solution to the lack of affordable housing in the community they live in. The landlords testified that the only shelter is a seasonal one that operates from November to March. The landlords testified they had purchased, and taken possession of the house in August of 2019 after researching how to approach their plan to provide shelter to homeless members of the community. The landlords purchased the home in order to house 5 occupants, with the intention to provide subsidized housing to the occupants as well as support and services until they are able to obtain more permanent housing of their own.

The landlords described the kind of support and programming that would be provided, including financial support, assistance with paperwork and applications, and attending medical appointments. The landlords provided receipts such as an eye exam receipt to show that the landlords had assisted occupants with such appointments. The landlords also testified that someone would attend at the house to assist the occupants with basic

skills such as how to maintain the cleanliness of the home. The landlords testified that they had consulted with many community partners before purchasing the home, and submitted correspondence in their evidentiary materials to support this.

The tenant moved in on September 1, 2019, and a monthly rate of \$375.00, including utilities, is charged. The money is paid directly to the landlords by the government agency overseeing this kind of funding. The landlords testified that the ultimate goal is to support the occupants in obtaining their own housing. The landlords had the tenants sign an agreement which included the house rules that they were to follow, and a condition that either party could end the agreement at any time. The landlords testified that the condition about termination was included to facilitate the transition to more permanent housing as the landlords intended the housing to be transitional, and not a standard tenancy. The landlords testified that due to resources available, it could take at least a year for the occupants to move on to more permanent housing.

The landlords testified that they had worked with the community to obtain donations and support for this program, and were successful in obtaining donations , grants, and services such as food hampers, furnishings, and help from volunteers. The landlords submitted evidence to support this such as documentation confirming that the landlords were recipients of a grant to assist with their services.

The tenant responded that the landlords' testimony was not accurate as she and her witness GW had never received any services from the landlords. The tenant and her witness also testified that there was never any discussion or reference to the transitional aspect of the housing. The tenant admitted that she did receive assistance on two occasions with her medical appointments, but this was only before she had moved in.

The landlords responded that the all the occupants in the home were offered services and support, but the GW and the tenant had declined this help. The landlords testified that occupants upstairs have utilized these services.

Based on the above definition, and the testimony and evidence before me, I am satisfied with the landlords' description of the living accommodation to be provided for the purpose of assisting its occupants whom are homeless members of the community with temporary housing and services until they are able to find more permanent housing of their own. I find that the landlords had provided detailed testimony and evidence of the specific nature of the housing, including the specific nature of the purchase and programming and support that the landlords had intended to provide.

The tenant disputes that she had ever received any services as part of the accommodation, or that the landlords had ever described the housing as transitional to her, but I find that the landlords had provided sufficient evidence to show that others in the home have been provided assistance. I accept the testimony of the landlords that the tenant had the option to take advantage of the same services and support, but has declined. I have also taken note of the fact that the tenant had moved in on September 1, 2019, only approximately 3 months prior to this hearing, and given the short period I find it would be premature to conclude that the tenant did not have access to services described by the landlords.

Furthermore, I find that the agreement signed by both parties references the temporary nature of the housing where either party had the ability to end the agreement at any time, without any requirement for notice or cause. I find that the landlords had provided a satisfactory explanation for why the occupants have yet to transition to more permanent housing, and as stated above the tenant had only moved in approximately 3 months prior to the hearing date, and may require more time to find more permanent housing.

Under these circumstances and based on the evidence before me, I find that the *Act* does not apply to this matter. I therefore have no jurisdiction to render a decision in regards to the tenant's application to cancel the 1 Month Notice.

### **Conclusion**

I decline to hear this matter as I have no jurisdiction to consider this application.

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 6, 2019

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Residential Tenancy Branch