



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 for Dispute Resolution (application) seeking remedy pursuant to the *Residential Tenancy Act* (the *Act*) to cancel a 1 Month Notice to End Tenancy for Cause dated October 27, 2019 (1 Month Notice).

The respondents SK and DB (landlords) attended the teleconference hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to present their documentary evidence. As the tenant did not attend the hearing, the Notice of Dispute Resolution Proceeding document dated November 8, 2019 (Notice of Hearing) was reviewed. I have confirmed that the correct date, time and access codes were provided to the tenant and the tenant failed to call into the teleconference hearing.

Before I dismissed the tenant's application without leave to reapply for failing to attend the hearing, the landlords raised the issue of jurisdiction, which I will address below.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

As the landlords raised the issue of jurisdiction, I must first determine if I have jurisdiction to hear this dispute under 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* (the *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 testimony regarding how they feel this tenancy does not fall under the jurisdiction of the RTA.

The landlords testified that they 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 home in August of 2019, after researching how to approach their plan to provide shelter to homeless members of the community.

The landlords testified that they 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 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 evidence to support their testimony.

The tenant moved into one of the five rooms in the home on August 24, 2019. The money is paid directly to the landlords the provincial government agency responsible for such payments. The landlords testified that the ultimate goal is to support the occupants in obtaining their own housing. The landlords submitted a signed 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 agreement. 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 furnishings were provided in part by the Ministry of Social Development and Poverty Reduction, which is a provincial government ministry. The landlords also testified that the tenant has received services and support during their time in the unit.

Based on the definition under section 1(2) of the regulation, 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. In addition, 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.

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

I note that the filing fee was waived so it will not be addressed.

Conclusion

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

This decision will be emailed to the landlords at the email address provided by the landlords during the hearing.

The decision will be sent by regular mail to the tenant as the tenant did not provide an email address in their application.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 3, 2020

Residential Tenancy Branch