



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPT

### Introduction

On January 13, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking an order of possession of the rental unit.

The matter was set for a conference call hearing. The Tenant and the Landlord’s agents (“the Landlord”) appeared at the hearing.

The Tenant and Landlord provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

- Does the Tenant have a legal right to possess the rental unit and should the Tenant receive an order of possession?

### Background and Evidence

The Tenant and Landlord submitted that the living arrangement began on June 20, 2018 on a month to month basis. Rent in the amount of \$375.00 is due to be paid to the Landlord by the first day of each month. The Tenant rents a room with a bathroom in a rental property. The Landlord provides the rental unit; two meals per day; and life skills programming.

The Landlord provided testimony that the Act does not apply to the living arrangement because the parties entered into a program agreement and the rental unit is provided to program participants. The Landlord testified that there is no separate tenancy agreement. During the hearing, the Landlord agreed to provide a copy of the program participant agreement. The Landlord provided a copy of an agreement signed by the Tenant and dated June 20, 2018.

The Tenant responded by stating that he understood that this is a tenancy arrangement with an opportunity to participate in life skills programs.

The Tenant testified that he was bullied by a drug dealer who took over his rental unit. The Tenant testified that his life was threatened so he did not report the bullying situation to the Landlord. The Tenant testified that police attended the rental unit and removed a firearm. The Tenant testified that the firearm does not belong to him.

The Tenant testified that the Landlord issued a letter of eviction dated January 8, 2020 stating that he is evicted effective immediately. The Tenant testified that he packed up and left, and that the Landlord changed the lock on the unit door the next day.

The Tenant testified that it was an illegal eviction, and the Tenant wants an order of possession for the rental unit.

In response, the Landlord testified that the police attended the rental property on January 1, 2020 and found a loaded handgun in the Tenant's room. The Landlord decided to end the tenancy and issued the January 8, 2020 eviction letter to the Tenant. The Landlord did not issue a notice to end tenancy under the Act. The Landlord believes that the Act does not apply to this living arrangement.

The Landlord testified that they changed the lock on the rental unit the day after the Tenant left.

### Analysis

Section 4 of the Act provides that the Act does not apply to living accommodation that is made available in the course of providing rehabilitative or therapeutic treatment or services.

Based on the above, the testimony and evidence of the parties, and on a balance of probabilities, I find as follows:

I have reviewed the program participant agreement. Part B of the agreement provides the following:

1. The provider grants the program participant the right to occupy the program accommodation subject always to the terms of this agreement and the program participants compliance with this agreement and the terms of the support services.
2. *The Residential Tenancy Act* does not apply to this agreement. The program accommodation is exempt from the *Residential Tenancy Act* as the program accommodation is only made available in the course of providing the program participant with the support services.

I find that the living accommodation was made available to the Tenant in the course of providing rehabilitative or therapeutic treatment or services. I find that the Act does not apply to this living arrangement.

I find that I do not have jurisdiction to resolve the dispute. The Tenant's application for an order of possession for the rental unit is dismissed.

### Conclusion

I find that the living accommodation was made available to the Tenant in the course of providing rehabilitative or therapeutic treatment or services. I find that the Act does not apply to this living arrangement.

I find that I do not have jurisdiction to resolve the dispute. The Tenant's application for an order of possession for the rental unit is dismissed.

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: February 03, 2020