



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Good Samaritan (Assisted living)
Village and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDCT, RPP

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- a monetary order for return of the security deposit pursuant to section 38(1)(c) of the *Act*;
- a monetary order for damage or compensation pursuant to section 67 of the *Act*;
- order for the landlord to return the tenant's personal property pursuant to section 65 of the *Act*.

The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant provided affirmed testimony that she served the landlord with the Notice for Dispute Resolution and evidentiary materials by registered mail sent on April 30, 2020.

The landlord confirmed receipt of the Notice of Dispute Resolution package on May 5, 2020 and affirmed that she did not file any evidentiary materials in response to the tenant's claims. I find the landlord was served in accordance to section 88 and 89 of the *Act*.

The tenant was unable to provide the Canada Post tracking number.

Issues to be Decided

Is the tenant entitled to the following?

- Is the tenant entitled to a monetary order for return of the security deposit pursuant to section 38 of the *Act*?
- Is the tenant entitled to a monetary order for damage or compensation pursuant to section 67 of the *Act*?
- Is the tenant entitled to recover her personal property from the landlord pursuant to section 65 of the *Act*?

Preliminary Issue – Jurisdiction

At the outset of the hearing the respondent raised the issue that this was not a tenancy covered under the *Act*.

The respondent stated that the accommodation provided to the applicant was “transitional housing”. The respondent affirmed that funding was provided directly from the Ministry of Health and the Assisted Living Registrar as “transitional housing”.

The respondent agreed to forward the applicant by email documents to request her health record and to apply for further “transitional assisted living”

Analysis

Section 4 (f) of the Act states:

- 4 This Act does not apply to
- (f) living accommodation provided for emergency shelter or transitional housing,

Section 1 of the *Residential Tenancy Regulations* further defines that:

- (2) For the purposes of **section 4 (f) of the Act** [what the Act does not apply to], “**transitional housing**” means living accommodation that is 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.

In order to be successful in a claim put forward under the *Residential Tenancy Act*, the party making the claim must provide sufficient evidence to establish that a tenancy exists between the parties, as defined under the *Act*. Based on the foregoing, I find that I have no jurisdiction to hear the applicant's claims.

Conclusion

Based on the above, I decline to hear the applicant's claims for 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: June 10, 2020

Residential Tenancy Branch