



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-DR, FFL

### Introduction

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

- an order of possession for unpaid rent and utilities pursuant to section 55;
- authorization to recover the filing fee for this application pursuant to section 72.

This application was originally heard by way of a Direct Request Proceeding and on June 23, 2022, an interim decision was issued adjourning the application to be reconvened at a participatory hearing. The application was adjourned due to a potential jurisdiction issue.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:40 a.m. to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, present evidence and make submissions.

The landlord testified that on June 24, 2022, a copy of the Application for Dispute Resolution including the Notice of Hearing and Interim Decision was sent to the tenant by registered mail. The landlord provided a registered mail tracking number in support of service.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution, Notice of Hearing and Interim Decision pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issue(s)

Do I have jurisdiction under the Act to make a decision on the application before me?

If yes, is the landlord entitled to an order of possession of the rental unit?

### Background and Evidence

Although it was the landlord that initiated this application, the landlord took the position that the Residential Tenancy Act did not apply to this living accommodation. The landlord submitted a copy of a Supportive Program Participant Agreement dated October 20, 2020. The copy of the agreement submitted on file was signed by the landlord only. The agreement stipulates that the *Residential Tenancy Act* does not apply to this agreement as the Program Accommodation is only made available in the course of providing the Program Participant with the Support Services. The landlord submits that they operate as transitional housing and provide various support services to assist the tenants with their day-to-day activities with the goal of eventually transitioning the tenants to maintain an independent tenancy.

### Analysis

Pursuant to paragraph 4(f) of the Act, the Act does not apply to living accommodation provided for emergency shelter or transitional housing.

The landlord filed this application. It was the landlord's own submission that the Act does not apply to this living accommodation. The tenant did not attend this hearing to dispute the landlord's position. Based upon the undisputed testimony and submissions of the landlord, I find that I do not have jurisdiction over this matter.

### Conclusion

The landlord's application is dismissed in its entirety without leave to reapply as I do not have jurisdiction over this matter.

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: July 21, 2022

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Residential Tenancy Branch