



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, CNR, MNR

Introduction

This hearing was convened in response to applications by the landlord and the tenants filed under the Residential Tenancy Act, (the “Act”).

The landlord’s application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent;; and
3. To recover the cost of filing the application.

The tenants’ application is seeking orders as follows:

1. To cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued on March 23, 2022;
2. To have the landlord comply with the Act; and
3. For compensation for monetary loss or other money owed.

Only the landlord’s agent appeared. I have removed the landlord’s agents name from the style of cause as they are not the name party in the program agreement.

As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on May 19, 2022, Canada post tracking numbers were provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenants have been duly served in accordance with the Act.

The landlord's agent testified that the living accommodation is rented by the not-for-profit housing society named in the style of cause and is used for members of the program. The agent stated they only served the Notice because they were told by a person at the Residential Tenancy Branch that they had to follow this process.

Section 4 of the Act, determines what this Act does not apply to

This Act does not apply to

(a) living accommodation rented by a not for profit housing cooperative to a member of the cooperative,

In this case, I find the tenants are not tenants under the Act. The living accommodation is rented by a not-for-profit housing cooperative to a member of the cooperative, under a program agreement. I find the tenants are occupants and have no legal rights or obligation under the Act. I find the Act has no jurisdiction over this matter.

The not-for-profit housing cooperative has the right to have the parties subject to their program agreement removed from the premises, which may or may not require the assistance of the local police.

Conclusion

Both applications are dismissed due to 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: July 22, 2022

Residential Tenancy Branch