



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding Pacifica Housing Advisory Association  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

The Applicant filed an Application for Dispute Resolution on March 15, 2023 seeking an order to end the tenancy on the basis that the Respondent poses an immediate and severe risk to the property, other occupants or the Applicant. The matter proceeded by way of a conference call hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on April 13, 2023. In the conference call hearing I explained the process and provided the attending parties the opportunity to ask questions.

Both parties attended the scheduled teleconference hearing. The Respondent confirmed they received the Notice of Dispute Resolution Proceeding and evidence from the Applicant in advance. The Respondent stated they had difficulty providing evidence electronically for this matter in time.

### Preliminary Matter – Jurisdiction

At the start of the hearing, the Applicant presented that the program they provide is “transitional in nature”, with the idea being to get people housed and assistance with basic things in life, such as obtaining identification.

They presented the single agreement that program participants sign at the beginning of their stay in the accommodation unit property. The Respondent in this matter signed the agreement on February 28, 2022, for the program starting on March 1, 2022. The agreement is titled “Supportive Program Participant Agreement”.

Section B of the agreement sets out the right to occupy. Nowhere in the agreement is amount of rent specified, through the Respondent confirmed they pay \$435 per month, and this is provided by their social assistance program to the Applicant. A program participant’s right to occupy the accommodation is subject to their compliance with the agreement and the terms of support services in place.

Paragraph B.2. of the agreement states the following:

The *Residential Tenancy Act* (or successor legislation) does not apply to this Agreement. The Program Accommodation is exempt from the *Residential Tenancy Act* (or successor legislation) as the Program Accommodation is only made available in the course of providing the Program Participant with the Support Services.

The *Act* s. 2 applies to “tenancy agreements, rental units and other residential property.” “Tenancy Agreement” is defined as

an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a license to occupy a rental unit.

The *Act* s. 4(f) specifies that it does not apply to “living accommodation provided for emergency shelter or transitional housing.”

I find the agreement presented by the Applicant in this matter is explicit that the *Act* does not apply in this situation. There is no “landlord” or “tenant” and no tenancy agreement with the common items of a contract between the parties. As well, given the Applicant’s description of the program in the hearing, I find s. 4(f) is the applicable description of the program where the Respondent takes up accommodation.

Based on these two factors, I do not have jurisdiction to hear this Application where the *Act* does not apply. Having declined jurisdiction, I dismiss this Application, without leave to reapply. With the Application dismissed, I grant no reimbursement of the Application filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: April 13, 2023

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Residential Tenancy Branch