



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coastal Mental health, Easter Seals House and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDCT, AAT, OLC**

Introduction

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

- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order for the landlord to allow the tenant access to the unit pursuant to sections 32 and 70;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;

This is a continuation of an adjourned hearing.

Agents attended for the landlord. The tenant attended.

All parties were given an opportunity to present evidence and call witnesses.

Preliminary Issue: Adjournment

The parties were informed at the start of the hearing that it was scheduled for one hour. At the end of one hour, the tenant requested and adjournment so he could call witnesses. The landlord objected. A discussion followed.

I considered the factors set out in Rule 7.9 of the RTB *Rules*.

I denied the application for an adjournment because of the following considerations and the testimony of the parties.

The parties submitted Written Submissions pursuant to my Interim Decision following the first adjournment. The adjournment is not likely to result in a resolution. The tenant had an opportunity to call witnesses for this hearing and failed to do so. The adjournment is not necessary to allow the tenant to present argument and evidence. A total of two hours included abundant opportunity for the



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tenant to be heard. The landlord claimed that any adjournment would involve consider staff time and resources for no perceived purpose.

Preliminary Issue: Jurisdiction

The landlord submitted I do not have jurisdiction to hear the tenant's application. The landlord said section 4 (f) of the Act says it does not apply to living accommodation provided for emergency shelter or transitional housing.

The landlord stated the living accommodation is a transitional house. The landlord submitted documentary evidence from BC Housing as well as a copy of the agreement with the tenant. Both state the accommodation is transitional housing.

The landlord addressed section 1 of the Regulations which states that 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.

The tenant denied the facility provides the third element.

The landlord testified that the housing in this case meets all three of these requirements. The three factors are basic to the transitional housing provided. The landlord provided comprehensive evidence.

The landlord provided credible testimony to which I give considerable weight.

Analysis

In this case, I find that the living situation described by both parties resembles that of a transitional housing accommodation which is offered on a temporary basis, offering participants services that prepare them in seeking longer term housing and to live independently. I find that the program receives funding from BC Housing for the purpose of providing accommodation.



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As such, I find that the living accommodation meets the definition of transitional housing as described in Section 1 of the Regulations. I find that the Act does not apply to living accommodation provided for transitional housing, pursuant to Section 4(f) of the *Act*.

Considering the above, I dismiss the Applicant's Application without leave to reapply.

Conclusion

I decline to proceed due to a lack of jurisdiction, and the application is dismissed without leave to reapply.

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*.

I: June 30, 2023

Residential Tenancy Branch