



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** OPT

### **Introduction**

This hearing dealt with an application from the tenant for an order of possession. The tenant and his advocate participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the landlord did not appear.

### **Issue to be Decided**

- Whether the tenant is entitled to an order of possession

### **Background and Evidence**

The tenancy commenced on or around February 17, 2009. Rent in the amount of \$450.00 is due and payable at the beginning of the month, and a security deposit of \$225.00 was collected at the start of tenancy.

Evidence submitted by the tenant included a copy of the letter to him from the hotel manager dated March 12, 2009. In the letter, the manager stated as follows:

You have been rude and threatening to Staff and Management. We have your room on hourly checks because of that. You have damaged hotel property and never asked permission. Your music coming from your room is too loud and disturbs other tenants and staff.

You have violated the terms of your contract and refused treatment with your Physician, Clinic and Counselors. All of the above are conditions of the contract that you have violated.

Please see me by tomorrow, March 13, 2009. We will commence eviction.

The tenant testified that, subsequent to receiving the above letter, he was locked out of his room on March 13, 2009.

The tenant testified that the hotel is not itself a treatment facility, but also included in his evidence is a copy of a recent prescription for methadone.

### **Analysis**

Based on the documentary evidence and testimony of the tenant and his advocate, I find on a balance of probabilities that the hotel is providing accommodation to the tenant in concert with his participation in a treatment program. In this regard, section 4 of the Act speaks to **What this Act does not apply to**. In particular, section 4(g)(vi) states:

4. This Act does not apply to

(g) living accommodation

(vi) that is made available in the course of providing rehabilitative or therapeutic treatment or services,

In the result, I have concluded that the relationship between the landlord and the tenant in the circumstances of this dispute does not fall within the jurisdiction of the Act.

### **Conclusion**

Pursuant to the absence of jurisdiction as set out above, I hereby dismiss the tenant's application for an order of possession.

DATE: April 2, 2009

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Dispute Resolution Officer