



Dispute Resolution Services

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

Decision

Dispute Codes: MND, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a monetary order for unpaid rent /loss of rental income, costs associated with cleaning and repair to the unit, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee.

Both parties participated in the hearing and gave affirmed testimony. As the unit is no longer occupied, the landlord withdrew the application for an order of possession.

Issues to be decided

- Whether the landlord is entitled to any or all of the above

Background and Evidence

Pursuant to a written residential tenancy agreement, the fixed term of tenancy was from June 15, 2008 to June 15, 2009. Rent in the amount of \$2,000.00 was due on the first day of the month, and a security deposit of \$1,000.00 was collected on June 3, 2008.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated on or around March 8, 2009. No copy of the notice was submitted into evidence. Subsequently, the unit was vacated around the end of March or early April 2009. The unit has not been fully restored for the purposes of re-renting, and the landlord seeks unpaid rent / loss of rental income in the total amount of **\$5,000.00** as follows:

\$2,000.00 for March **\$2,000.00** for April **\$2,000.00** for May **\$1,000.00** for June

Additionally, the landlord seeks compensation for the costs, as follows:

\$900.00: unpaid utilities; **\$500.00:** paint; **\$100.00:** repair to holes in drywall

No documentary evidence was submitted in support of the above 3 aspects of the claim.

Finally, the landlord seeks compensation in the amount of **\$10,000.00** for replacing the carpets in the unit. However, the landlord acknowledged that the carpets have not presently been replaced and that this cost is only an estimate.

The parties agreed that there was neither a formal move-in condition inspection and report, nor a formal move-out condition inspection and report completed.

The tenant testified that she herself at no time resided in the unit. Rather, she claimed that she rented the unit for use only by women with current or former substance abuse problems. At any particular time there were from 10 to 12 women living in the unit. Self help group meetings were held there such as AA and NA, as were spiritually focused group sessions with outside presenters. A counselor was also available at certain times to meet with residents individually. Further, residents were driven to various appointments at places including outpatient offices delivering services in conjunction with substance abuse, mental health, as well as probation offices.

Analysis

Section 4 of the Act speaks to **What this Act does not apply to**. In particular, section 4(f) & (g)(vi) provides as follows:

4 This Act does not apply to

(f) living accommodation provided for emergency shelter or transitional housing,

(g) living accommodation

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

Conclusion

Pursuant to all of the above, I find that the subject unit is outside of the jurisdiction of the Residential Tenancy Act. Accordingly, I hereby dismiss the application.

DATE: July 8, 2009

Dispute Resolution Officer