



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Community Builders Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, ERP, RP, O, FF

Introduction

This hearing dealt with an Application for Dispute Resolution seeking an order to have the respondent provide repairs and emergency repairs and for a monetary order.

The hearing was conducted via teleconference and was attended by both applicants and the two agents for the respondents.

In their written submissions and at the outset of the hearing the respondents raised an issue of jurisdiction under the *Residential Tenancy Act (Act)*.

Issue(s) to be Decided

Prior to the adjudication of any dispute issues it must be decided if the agreement between the parties falls within the jurisdiction of the *Act*, specifically under to Section 4 of the *Act*.

If jurisdiction is accepted it must be decided if the applicants are entitled to a monetary order for money owed or damage or loss; to an order to have the respondent complete repairs and emergency repairs and to recover the filing fee from the respondents for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 33, 55, 67, and 72 of the *Act*.

Background and Evidence

The respondent submits that they are a charitable organization that provides supportive and safe housing for high needs people at risk of homelessness. The respondents state that they provide:

- Tenant support;
- In-house medical;
- Addiction counselling;
- Affordable rent;
- Neighbour watch
- Housekeeping;

- Advanced pest control
- Laundry services;
- Work placements; and
- Placements for more suitable housing – moving from transitional to stable housing.

The respondents submit that all arrangements are transitional in nature and participants stay no longer they need to once they are ready to be moved into more stable housing to a maximum of three years.

While the respondent acknowledges that there are some tenants in the residential property they were existing tenants who fall under existing traditional tenancy agreements when the respondents took over the building.

As well, the respondent has provided a copy of the Safe and Supportive Transitional Housing Policies and Transitional Tenancy Agreement signed by both applicants. These documents outline that the housing is transitional in nature and is not subject to the *Act*.

Analysis

Section 4 of the *Act* stipulates that the *Act* does not apply to, among other things:

1. Living accommodation provided for emergency shelter or transitional housing; or
2. Living accommodation that is made available in the course of providing rehabilitative or therapeutic treatment or services.

Based on the respondent's testimony and the agreements the applicants have signed I accept that the duration that anyone can receive living accommodation as a direct result of this agreement is transitional in nature.

I find by providing a maximum period of up to 3 years it is clear the respondent intends for this occupancy to be for a short and finite term only.

In the absence of any evidence provided by either party as to a definition of transitional housing I must rely upon common usage for the term. The Canadian Oxford Dictionary defines transition as a "passing or change from one place, state, condition etc., to another." The dictionary also defines a "transition house as a home operated by a social service agency."

I accept, based on the respondent's testimony that the respondent is a social service agency and they are providing this housing. I also accept that the intention of the program for which the parties entered into the agreement was to provide supportive services to "transition" the participants from an unstable state to one where the participants are stabilized to the point that they can manage their own rental affairs.

As such, I accept that the housing provided as a consequence of the applicants entering into the Safe and Supportive Transitional Housing Policies and Transitional Tenancy Agreements are for transitional housing and is therefore the *Act* does not apply to this living arrangement.

Conclusion

Based on the above, I decline 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: May 14, 2014

Residential Tenancy Branch

