



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Forres Pacific Property Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR, MNR, MNDC, FF
OPR

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a notice to end tenancy for unpaid rent / a monetary order as compensation for the cost of emergency repairs / compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. The landlord's agent was present at 11:30 a.m. on March 24, 2015, which was the scheduled start time of the hearing, and gave affirmed testimony. However, by 11:45 a.m. the tenant had still not appeared and the call was then ended. During the hearing the landlord's agent made an oral request for an order of possession, in the event the tenant's application for cancellation of the notice to end tenancy does not succeed.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on February 01, 2015. Monthly rent of \$2,000.00 is due and payable in advance on the first day of each month. Neither a security deposit nor a pet damage deposit was collected.

The landlord's agent testified that the parties reached a mutual agreement, pursuant to which only the due date of February's rent would be delayed until the 15th day of the month. The tenant made a payment of \$260.00 on February 10, 2015, leaving a balance owing of \$1,740.00. The landlord then issued a 10 day notice to end tenancy for unpaid rent dated February 21, 2015. The notice was personally served on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is March 03, 2015. Subsequently, the

tenant made payment in the limited amount of \$740.00 on February 21, 2015, and filed an application to dispute the notice on February 24, 2015. The tenant has made no further payment toward rent for either February (balance of \$1,000.00 owing) or March (\$2,000.00 owing), and he continues to reside in the unit.

Documentation submitted into evidence by the landlord includes a letter to the owner of the unit from the local government authority by date of February 07, 2015, in which the owner is informed, in part, as follows:

A recent inspection of the above property has revealed that you are operating or permitting the operation of an illegal recovery home. Your property is zoned RF – Single Family Residential. This zoning does not permit this use on the property.

You are required to stop the illegal use by April 01, 2015.

The landlord's agent testified to his understanding which is that the tenant has been operating a recovery home of some sort which involves others residing in the unit with the tenant for unknown lengths of time. The landlord's agent also testified to his understanding which is that the tenant sought compensation on behalf of those residing with him in the unit from the applicable provincial government ministry, and that such compensation assisted the tenant in making payment toward rent.

Analysis

Section 4 of the Act speaks to **What this Act does not apply to**, in part:

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,

Based on the affirmed / undisputed testimony of the landlord's agent, the documentary evidence, and the above statutory provision, I find that the dispute which is the subject

of this hearing is outside the jurisdiction of the Act. Specifically, I find that the unit is used for either “emergency shelter or transitional housing, and / or that it is “made available in the course of providing rehabilitative or therapeutic treatment or services.”

Conclusion

As the dispute is non - jurisdictional, the tenant’s application is dismissed, as is the landlord’s oral request for an order of possession.

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: March 24, 2015

Residential Tenancy Branch

