



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HIGHSTREET ACCOMMODATIONS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC FF

Introduction:

Both parties attended and gave sworn testimony. The tenant confirmed service of the Application for Dispute Resolution and the landlord's evidence. I find the documents were legally served pursuant to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, and 67 for damages; and
- c) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

A binder of evidence is missing from the file. However, both parties, the landlord by counsel, attended the hearing and confirmed the following facts.

- The tenants are occupants under a license to occupy.
- They have lived in the unit for about 3 years.
- They were placed in the residence by an insurance company for temporary and emergency housing as their home is uninhabitable. Their home is elsewhere.
- This was part of an insurance claim. The insurer does not cover any damages caused by the occupants.
- The insurance company pays the rent and this application is to cover damages allegedly caused by the occupants.
- A recent Decision by an arbitrator on a similar application found that the Act does not apply to this situation and the arbitrator had no jurisdiction.

On the basis of the solemnly sworn evidence, a Decision has been reached.

Analysis

Section 4 (e) and (f) of the Act provides that the *Residential Tenancy Act* does not apply to

(e) *living accommodation occupied as vacation or travel accommodation,*

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

Based on the sworn testimony at the hearing, I find the Act does not apply to this situation. I find the unit has been provided for emergency shelter or transitional housing while the occupants' home is uninhabitable. I find I have no jurisdiction in this matter. Their remedies lie in another forum.

Conclusion:

I find I have no jurisdiction in this matter.

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: September 20, 2017

Residential Tenancy Branch