



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction, Preliminary and Procedural Matters-

This hearing was convened as a result of the applicant/tenant's (hereafter, applicant) application for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The applicant applied for an order cancelling the One Month Notice to End Tenancy for Cause (Notice). I note that the respondent did not issue the applicant a Notice to end the tenancy on the Residential Tenancy Branch (RTB) standard form.

The applicant, the applicant's advocate (advocate), the respondent's representative (representative), and the respondent's legal counsel (counsel) attended the telephone conference call.

Due to information contained in the parties' respective documentary evidence, I informed the parties that I determined this dispute did not appear to be under the jurisdiction of the Act.

### Issue(s) to be Decided

Does the Act apply to this living accommodation, and do I have jurisdiction to resolve this dispute?

### Background and Evidence

I have reviewed all evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the evidence are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The applicant filed a copy of a letter dated December 3, 2021, from the respondent informing the applicant her program agreement would not be renewed. This is the document which forms the basis of this dispute.

The applicant filed other evidence, including emails, letters of support, and a letter outlining the applicant's personal circumstances.

The applicant filed evidence which was submitted five days in advance of the hearing, which I have not considered due to the applicant's requirement to submit all evidence so that it is received by the Residential Tenancy Branch (RTB) and the respondent at least 14 days in advance of the hearing.

Filed in evidence by counsel was a document titled "...Transitional Housing Program Participant Agreement" (Agreement), dated April 1, 2019.

This Agreement was made between the applicant and the respondent, and it outlined the terms of the participant's right to stay in the complex. The applicant is referred to throughout the document as a program participant.

The terms in the Agreement include that the Transitional Support Program is intended to assist the program participant in making a transition in their life and who needs stable housing. The program participants can stay in the program for up to five years to work on life goals that will help develop their emotional and financial capacity.

The program participant is entitled to occupy the program accommodation subject to the terms of the Agreement and their compliance with the terms of the support services.

This Agreement also states that the accommodation is only made available in the course of providing the program participant with support services for transitional purposes.

Additional filed evidence by counsel was a funding agreement between the respondent and a local government whereby the applicant entered into a covenant to use the lands only as transitional housing.

Additional evidence filed by counsel were additional government funding agreements in favour of the respondent to assist in providing transitional and supportive housing, and an affidavit from the respondent's representative.

In the affidavit, the affiant said that:

“(\*respondent name\*) is a government subsidized program that is specifically to help women and their young children transition from vulnerable places to independence. Each resident of (\*respondent name\*) is required to sign a program agreement. (Applicant name\*) signed such an agreement in 2019.”

[Reproduced as written except for anonymizing personal information to protect privacy]

The representative also submitted that the respondent is a member of the BC Society of Transition Housing, and included a copy of the membership fee payment and membership criteria.

Counsel argued that any finding that the occupancy here is not transitional housing will place funding sources in jeopardy and may require the respondent to close the programs and residences, which would be highly detrimental to the residents and the women in need that rely on the programs and housing.

### Analysis and Conclusion

In order for me to make a decision on the merits of the applicant’s application, I must first decide whether this dispute is under the jurisdiction of the *Residential Tenancy Act*.

Section 4 (f) of the Act states that the Act does not apply to a living accommodation provided for transitional housing.

Tenancy Policy Guideline 46 C., provides guidance on determining whether the housing is transitional housing, as follows:

#### *C. TRANSITIONAL HOUSING*

*Transitional housing is often a next step toward independent living. An individual in transitional housing may be moving from homelessness, an emergency shelter, a health or correctional facility or from an unsafe housing situation.*

*Transitional housing is intended to include at least a general plan as to how the person residing in this type of housing will transition to more permanent accommodation. Individuals in transitional housing may have a more moderate need for support services, and may transition to supportive housing or to*

*independent living. Residents may be required to sign a transitional housing agreement.*

I find on a balance of probabilities that the living accommodation in this matter is transitional housing, which provides supportive programs to help women transition to independence and self-support.

The applicant signed a transitional housing agreement. A condition of occupancy agreed to by the applicant is to participate in the programs.

I find the respondent provided sufficient and clear evidence to demonstrate that the respondent is funded for the purpose of providing transitional housing and that the applicant was aware through her signed agreements, which included her agreement to participate in the programs, that her accommodation was to provide transitional housing.

### Conclusion

In light of the above, I find that the living accommodation here meets the above criteria for exclusion under section 4(f) of the Act, and I therefore decline to find jurisdiction to resolve this dispute.

I find the *Residential Tenancy Act* does not apply to this dispute and I have declined 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: April 01, 2022

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Residential Tenancy Branch