Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNSD, FFT

Introduction

On September 30, 2018, the Applicant applied for a Dispute Resolution proceeding seeking a return of the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the "*Act*") and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Respondent attended the hearing with D.S.; however, the Applicant did not appear during the 17-minute hearing. All in attendance provided a solemn affirmation.

Background and Evidence

This hearing was scheduled to commence via teleconference at 1:30 PM on January 28, 2019.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

I dialed into the teleconference at 1:30 PM and monitored the teleconference until 1:47 PM. The Respondent dialed into the teleconference at the start of the hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the only party who had called into this teleconference and stayed for the duration of the hearing was the Respondent.

The Respondent advised that her and D.S. had a tenancy agreement signed with their Landlord and this was submitted into evidence. She stated that the Applicant was a roommate that they brought in to share the rent, that they did not have consent from their Landlord to do this, and that their tenancy agreement was not amended to add the Applicant as a Tenant onto their tenancy agreement.

In my view, after hearing testimony from the Respondent, it is clear to me that the Applicant does not meet the definition of tenant as contemplated under the Act. Therefore, I am satisfied that there is no landlord/tenant relationship between the parties, as the Applicant would be considered an occupant with no rights or obligations under the *Act*. I find that even if the parties intended upon entering into a tenancy agreement as contemplated under the *Act*, the *Act* would not apply to this tenancy. Consequently, I have no jurisdiction to render a decision in this matter.

Conclusion

As the Applicant did not attend the hearing by 1:47 PM, I find that the Application for Dispute Resolution has been abandoned. Furthermore, I decline to hear this matter as I have no jurisdiction to consider this Application.

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: January 28, 2019

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Residential Tenancy Branch