



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT

Introduction

This hearing convened as a result of a “Tenant’s Application for Dispute Resolution” in which the Applicant sought an Order of Possession.

The hearing was scheduled for telephone conference at 9:30 a.m. on September 19, 2019. The line remained open until 9:40 a.m. and the only participant who called into the hearing during this time was the Respondent. 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 Respondent and I were the only ones who had called into this teleconference.

The Respondent advised that the Applicant was his roommate, and not a tenant. He further advised that he rents the rental unit, and simply rented a room to the Applicant.

The Respondent also stated that he has attempted to arrange a time for the Applicant to retrieve the balance of her personal possessions, but she has failed to follow through on these plans. He stated that she was meant to come by the rental unit the day of the hearing with her advocated, H.N., and he was hopeful she would do so.

Analysis and Conclusion

Rules 7.1 and 7.3 of the *Residential Tenancy Branch Rules of Procedure* provide as follows:

Commencement of Hearing: The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

Consequences of not attending the hearing: If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the Applicant did not call into the hearing by 9:40 a.m., and the Respondent appeared and was ready to proceed, I dismiss the claim without leave to reapply.

The parties are also reminded that the roommates are not tenants as defined by the *Act* and the Residential Tenancy Branch does not have jurisdiction to deal with disputes between roommates. *Residential Tenancy Branch Guideline 19* provides the following additional guidance with respect to roommates and occupants.

Occupants/roommates

Disputes between tenants and landlords regarding the issue of subletting may arise when the tenant has allowed a roommate to live with them in the rental unit. The tenant, who has a tenancy agreement with the landlord, remains in the rental unit, and rents out a room or space within the rental unit to a third party. However, unless the tenant is acting as agent on behalf of the landlord, if the tenant remains in the rental unit, the definition of landlord in the *Act* does not support a landlord/tenant relationship between the tenant and the third party. The third party would be considered an occupant/roommate, with no rights or responsibilities under the *Residential Tenancy Act*.

This decision is final and binding on the parties, except as otherwise provided under the *Act*, and 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 19, 2019

Residential Tenancy Branch