



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

On November 1, 2019, the Applicant applied for a Dispute Resolution proceeding seeking to cancel a 10 Day Notice for Unpaid Rent (the "Notice") pursuant to Section 46 of the *Residential Tenancy Act* (the "Act"). On December 2, 2019, the Applicant made a second Application for a Dispute Resolution proceeding seeking to cancel a second 10 Day Notice for Unpaid Rent pursuant to Section 46 of the *Act*.

On December 4, 2019, these Applications were set down to be heard at the same time on December 30, 2019 at 11:00 AM.

K.F. attended the hearing at 11:06 AM as an agent for the Respondent; however, the Applicant did not appear during the 20-minute hearing.

Background and Evidence

This hearing was scheduled to commence via teleconference at 11:00 AM on December 30, 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 11:00 AM and monitored the teleconference until 11:20 AM. Only a representative for the Respondent dialed into the teleconference during this time. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I confirmed during the hearing that the Applicant did not dial in and I also confirmed from the teleconference system that the only party who had called into this teleconference was a representative of the Respondent.

K.F. advised that he and the Respondent were Tenants in the rental unit and had a tenancy agreement with their Landlord. They in turn took in the Applicant and rented a bedroom to him in September 2019. He stated that they had signed a roommate agreement, that no tenancy agreement between them was ever signed, and that the Applicant was not listed as a Tenant on their tenancy agreement with their Landlord. He also stated that as it was their belief that the *Residential Tenancy Act* had no jurisdiction on this matter, the Applicant was forcibly removed from the bedroom on December 11, 2019 and the locks were subsequently changed.

Analysis

As the Applicant did not attend the hearing by 11:20 AM, I find that the Applications for Dispute Resolution have been abandoned.

Furthermore, based on the undisputed testimony of K.F., I am not satisfied that the *Act* has any jurisdiction in this matter as this is a roommate situation and dispute.

As the Applicant has not attended the hearing, and as there is no jurisdiction on this matter, I am not satisfied that these Applications have any merit.

Conclusion

I dismiss the Applicant's Applications for Dispute Resolution without leave to reapply.

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: December 30, 2019

Residential Tenancy Branch