



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Applicant under the *Residential Tenancy Act* (the “Act”), seeking the return of all or a portion of their security deposit.

The hearing was convened by telephone conference call and was attended by the Respondent, who provided affirmed testimony. The Applicant did not attend. The Notice of Dispute Resolution Proceeding states the date and time of the hearing, that the hearing will be conducted by telephone conference call, and provides the phone number and access code for the hearing. It also instructs participants that they are to call into the hearing themselves no more than five minutes before the start of the hearing.

The Respondent and I attended the hearing at the scheduled time, ready to proceed. Although the line remained open for 10 minutes, neither the Applicant nor an agent acting on their behalf appeared to provide evidence or testimony for my consideration.

Rule 7.1 of the Rules of Procedure states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. As the Respondent and I attended the hearing on time and ready to proceed and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing as scheduled at 1:30 P.M. on March 26, 2020. Rule 7.3 of the Rules of Procedure states that 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 reapply.

Further to this, section 4 (c) of the *Act* states that the *Act* does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation. The Respondent stated that they are the owner of a single-family home and that the Applicant paid for room and board in their home. The Respondent stated that they lived in the home with the Applicant, who had their own room, and that they shared both a kitchen and a secondary bathroom with the Applicant.

Based on the above I therefore dismiss the Application without leave to reapply pursuant to section 4 (c) of the *Act* and rule 7.3 of the Rules of Procedure for lack of jurisdiction as well as failure of the Applicant to attend the hearing and provide evidence and testimony for my consideration.

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: March 26, 2020

Residential Tenancy Branch