



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

On September 4, 2018, the Tenant 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 Landlord attended the hearing; however, the Tenant did not appear during the 18-minute hearing.

### Background and Evidence

This hearing was scheduled to commence via teleconference at 1:30 PM on January 8, 2018.

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 1:48 PM. The Respondent dialed into the teleconference at the start of the hearing. The Applicant dialed into the hearing at 1:32 PM and immediately disconnected their participation. 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 Landlord.

The Landlord advised that there was no tenancy established under the *Act* as this was a homestay situation where the Landlord looked after the Tenant. In my view, after hearing testimony from the Landlord, it is clear to me that the Respondent does not meet the definition of “landlord” as contemplated by 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 1:48 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 8, 2019

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Residential Tenancy Branch