



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPC, FFL

Introduction

On December 6, 2022, the Landlord submitted an Application for Dispute Resolution for an order of possession for the rental unit based on service of a One Month Notice to End Tenancy for Cause dated October 27, 2022, that was not disputed by the Tenant.,.

The matter was set for a conference call hearing. The Landlord attended the teleconference hearing; however, the Tenant did not.

The Landlord was unable to remember the date he served the Notice of Dispute Resolution Proceeding to the Tenant. He stated that he handed it to the Tenant on the weekend after he received the package from the RTB. The Landlord did not recall the date he received the package from the RTB.

The Landlord stated that he has not had any discussions with the Tenant since giving her the Notice of Dispute Resolution Proceeding.

The Landlord was asked how and when he served the Tenant with the One Month Notice to End Tenancy for Cause. The Landlord stated that he emailed the One Month Notice to the Tenant. The Landlord stated that he did not receive authorization from the RTB to use email for service of documents and that he did not have a written agreement with the Tenant to exchange documents using email.

The Landlord then stated that he also handed a copy of the One Month Notice to the Tenant on October 27, 2022.

The Landlord stated that he lives at the same address as the Tenant and that he is the owner of the residential property. He stated that the Tenant rents a room from him. He

stated that he lives on the main floor and the Tenant is always sleeping on his couch located in the Livingroom of the main floor.

Conclusion

The Landlord's application for an order of possession is dismissed without leave to reapply.

The Landlord was unable to satisfy me that the Tenant had been served the Notice of Dispute Resolution Proceeding. More importantly, I find that the Act does not apply to the living arrangement. I find that the Tenant is renting a room and living on the main floor with the owner. I find that the living arrangement is a roommate situation.

Section 4 of the Act provides that the Act does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation.

Accordingly, I decline jurisdiction to resolve the dispute.

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: April 18, 2023

Residential Tenancy Branch