



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHANNON SHORES LEISURE RESORT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55
2. A Monetary Order for unpaid rent - Section 67

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of the registered mail service.

The landlord testified the tenant has vacated the rental unit however rent arrears remain.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began November 01, 2016 as a written tenancy agreement signed by both parties in October 2016. I have benefit of a copy of the agreement. The tenancy has since ended. Rent in the amount of \$1750.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$875.00 which they retain in trust. The tenant failed to pay all rent in the month of January 2017: failing to pay \$875.00. The tenant has not paid the outstanding rent and the landlord's testimony is that the tenant notified the landlord to retain their security deposit in satisfaction of the unpaid rent.

Analysis

Based on the landlord's undisputed evidence I find the tenant was obligated to pay the rent as contracted but only satisfied half the agreed rent for January 2017. Section 26 of the Act states a tenant must pay the rent when due unless they have a right under the Act to deduct any amount from the rent. The tenant has not paid the outstanding rent and I have no evidence to support the tenant's right to withhold or deduct any portion of it. I find the landlord has established a monetary claim for unpaid rent of \$875.00.

I Order that the landlord may retain the security deposit of **\$875.00** in full satisfaction of the claim.

Conclusion

The landlord's application in relevant part is granted.

This Decision is final and binding on both parties.

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: February 15, 2017

Residential Tenancy Branch