

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This is an application filed by the Landlord for the right to retain a portion of the security deposit to offset damage costs and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have acknowledged receiving the evidence submitted by the other party and have attended the hearing, I am satisfied that each has been properly served with the notice of hearing and evidence packages under the Act. No evidence was received from the Landlord by the Residential Tenancy Branch, but the Tenant has acknowledged the contents of the Landlord's evidence package and does not dispute its contents.

Issue(s) to be Decided

Is the Landlord entitled to retain a portion of the security deposit?

Background and Evidence

Both parties agree that there is damage to the garage door and that this occurred during the tenancy and that the Tenant never reported it to the Landlord. The Tenant states that this was an act of vandalism and that it occurred sometime in December of 2011. The Landlord seeks recovery of \$379.68 for the replacement for the damaged panel on the garage door as the contractor states that it cannot be repaired and has provided an invoice for the costs. Both parties have agreed that no damage was reported on the condition inspection report for the move-in.

The Landlord stated during the hearing that the remainder of the security deposit was returned to the Tenant. The Tenant has confirmed this in her direct testimony. The Landlord seeks only the right to retain the disputed amount of the \$379.68 claim and the recovery of the \$50.00 filing fee, totalling \$429.68 and does not require a monetary order.

Analysis

I accept the undisputed testimony of the Landlord and find that a claim has been established for the damaged garage door for \$379.68. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord has established a claim for the total amount of \$429.68.

As the Landlord currently holds this amount in trust for the dispute, I grant the Landlord the right to retain this amount in full satisfaction of the claim.

Conclusion

The Landlord's application is granted.

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: May 23, 2012.

Residential Tenancy Branch