



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF, O

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants' security deposit; other issues, and to recover the filing fee from the tenants for the cost of this application.

The tenants and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord permitted to keep all or part of the security deposit?

Background and Evidence

The parties agree that this tenancy started on November 01, 2012 for a fixed term tenancy which expired on October 31, 2013. The tenants moved from the unit on July

29, 2013 at which time a move out inspection was conducted. Rent for this unit was \$2,000.00 per month and the tenants paid a security deposit of \$1,000.00 on October 22, 2012. The tenants provided a forwarding address on the move out inspection report on July 29, 2013.

The landlord testifies that the tenants agreed on the move out inspection report that the landlord could make deductions from the security deposit for cleaning the unit of \$100.00 and to remove garbage of \$190.58. The tenants also agree that the inspection report fairly represents the condition of the unit at the end of the tenancy.

The landlord testifies that the tenants also caused some damage to the garage door and the bottom panel requires replacement. The tenant would not agree to this charge being deducted from the security deposit. The landlord has provided a quote to just replace the bottom panel of the garage door due to the dents. This quote is for \$399.00 which includes tax. The landlord testifies that at present there is an amount of \$709.42 left of the security deposit after the other deductions agreed upon have been taken off; the landlord therefore seeks an Order to keep the additional amount of \$399.00 from the security deposit for the repair to the garage door. The landlord also requests that the filing fee of \$50.00 is deducted from the security deposit.

The tenant (WZ) disputes the landlord's claim. The tenant testifies that at the start of the tenancy they did not see the garage door and the dents could have been on the door then. The tenant testifies that they did not do anything to dent the garage door. The tenants therefore dispute the landlords claim to keep \$399.00 for this repair from their security deposit.

The landlord testifies that if the garage door had been dented at move in it would have been documented on the move in inspection report as all other deficiencies were.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. Having reviewed the move in and move out condition inspection reports I find there is no mention of damage to the garage door on the move in report. However, the move out report does indicate that there are dents in the garage door. One of the tenants has also signed this report to state that they agree with the condition of the unit at the end of the tenancy. Consequently, I am satisfied that the garage door was damaged during the tenancy and as such the landlord is entitled to recover the cost for repairing this damage.

The landlord has provided sufficient evidence to show that the garage door repair will be \$399.00. Consequently, I order the landlord to retain this sum from the balance of the security deposit of \$709.42 pursuant to s. 38(4)(b) of the *Act*. The remaining amount of \$310.42 must be returned to the tenants within five days of the landlord receiving this decision.

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. The landlord may retain the amount of **\$399.00** from the security deposit.

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: November 21, 2013

Residential Tenancy Branch

