



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

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

1. An Order to retain the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

The tenancy started in February 2012 and ended on July 31, 2015. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit. The Tenant provided a forwarding address by text on July 20, 2015.

Sometime in June 2015 the Tenant caused the garage door to be damaged by driving into it. The Tenant initially made a claim with the auto insurer however for reasons unknown this was not processed. The door was subsequently replaced by the Landlord

at a cost of \$938.00. The Landlord claims this cost and the filing fee cost to the limit of the security deposit.

### Analysis

Section 32(3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant.

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence that the Tenant damaged the garage door, given the invoice to support the costs to replace the door and considering that the costs exceed the amount of the security deposit, I find that the Landlord is entitled to retain the security deposit of \$700.00 plus zero interest to satisfy the costs claimed.

### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$700.00 in full satisfaction of the claim.

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 07, 2016

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Residential Tenancy Branch

