

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

At the outset of the hearing the landlord confirmed that the tenant had vacated the rental unit and he withdrew the claim for an order of possession.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The tenancy began on or about December 1, 2008. Rent in the amount of \$934.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$467.00. The parties agreed that the tenant vacated the rental unit on or about January 31, 2011 and gave just one day's notice that he was vacating. The parties further agreed that the tenant did not dry clean the drapes.

The landlord testified that he began advertising the rental unit on February 1 and was able to secure a new tenant whose tenancy began on March 1. The landlord seeks to recover \$934.00 in lost income for the month of February and \$53.20 as the cost of dry cleaning drapes. The landlord entered into evidence a copy of the tenancy agreement which requires the tenant to have the drapes professionally dry cleaned.

The tenant testified that on January 5, 2011 there was a flood in the unit which caused some damage which was not fully repaired until January 18. The tenant stated that he was able to stay in the unit during repairs, although he was inconvenienced as his belongings were moved around, and expressed frustration that the landlord did not offer him alternative accommodation or compensation.

Analysis

The situation in which the tenant found himself after the flood is unfortunate and no doubt caused him some inconvenience. However, it does not give him cause to end the tenancy without adequate notice. I find that the tenant's failure to give one full month's notice caused the landlord to lose income for the month of February. I find that the

landlord acted reasonably to minimize his losses and find that the landlord is entitled to recover the \$934.00 in income he lost for the month of February. I award the landlord \$934.00.

I find that the tenant was obligated under the terms of the tenancy agreement to have the drapes professionally cleaned at the end of the tenancy and failed to do so. I find that the landlord is entitled to recover the cost of cleaning the drapes and I award him \$53.20.

As the landlord has been successful in his claim, i find that he is also entitled to recovery of the \$50.00 filing fee and I award him that sum.

The landlord has been awarded a total of \$1,037.20. I order that the landlord retain the \$467.00 security deposit and the \$.71 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$569.49. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$569.49. The landlord may retain 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: February 24, 2011

Residential Tenancy Branch