



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION ON REQUEST FOR CORRECTION

Dispute Codes: FF MNSD

The applicant/landlord has requested a correction to a decision of the Residential Tenancy Branch (the RTB) dated October 27, 2011.

Section 78 of the *Residential Tenancy Act* (the *Act*) enables the RTB to:

- ☐ correct typographic, grammatical, arithmetic or other similar errors in a decision or order, or
- ☐ deal with an obvious error or inadvertent omission in a decision or order.

The applicant applied for a correction on the basis of alleged typing and math errors in the original decision of October 27, 2011 (the original decision).

The applicant provided the following details regarding her request for a correction of this decision:

- Rental loss was \$250.00 per month, not \$200.00 (judge's error).
- 3 months @ \$250.00 = \$750.00

As noted on the Request for Correction form the applicant completed, a request for a correction is not an opportunity to re-open the dispute or ask for a change in the decision or order of the Dispute Resolution Officer.

Although I have given the applicant's claim careful consideration, I find that the evidence does not support the applicant's claim that a typing or mathematical error was made in this decision.

At page 6 of the original decision, I noted that the landlord claimed that she was entitled to recover "rent from July and August 2010 and a reduction in rent of \$250.00 per month over the following ten months of this tenancy." I also noted that there were different accounts from the parties as to the terms of their oral agreement to allow the tenant to reduce his rent by \$250.00 per month from September 2010 until June 2011. The extent to which the tenant implemented the parties' oral agreement that he "look after" the rental property for the landlord and take care of the grounds and maintenance diminished over time. At page 7 of the original decision, I outlined my reasons for

setting different amounts for the landlord's successful claim for rental recovery for the period from September 2010 until March 2011 (i.e., a monetary award of \$50.00 per month) and for the three-month period from April 2011 until June 2011 (i.e., a monetary award of \$200.00 for each of these three months). The landlord's resulting recovery of rental loss for the three month period identified in the landlord's application for a correction did not match with the landlord's claim. I find that the original decision is clear as to why I allowed the landlord only \$200.00 for each of the three months from April 2011 until June 2011. I find that the explanation provided at page 7 of the original decision is completely consistent with the table at page 8 of the original decision where the details of the monetary Order were outlined.

It appears to me that the applicants' Request for Correction is essentially an expression of her expectation that she would receive the full amount of rental recovery that she sought through her application for dispute resolution for the three month period in question. I turned my mind to the amounts she sought in her application and granted her only part of the amounts she was seeking for the reasons identified in the original decision.

For the reasons outlined above, the original decision and order stand as I find that there was no typing or mathematical error in the original decision and order.

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 05, 2012

Residential Tenancy Branch