



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Park Royal Ventures Ltd
and [tenant name suppressed to protect privacy]

DECISION ON REQUEST FOR CLARIFICATION AND CORRECTION

Dispute Codes: CNC FF O

The Tenant has requested a clarification and correction to a decision of the Residential Tenancy Branch dated August 19, 2103.

The Tenant asks for a correction to an inadvertent omission and submits that the decision does not deal with the filing fee, should have qualified “cheques” and that consent was not given. The Tenant also asks for a clarification on the meaning of the terms used in the agreement.

Section 78 of Residential Tenancy Act provides that the Residential Tenancy Branch may:

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

This section further provides that no action can be taken to make a correction or clarification unless it is just and reasonable to do so in all the circumstances.

The Tenant has not identified any errors or omissions in the decision. No omission was made in relation to the filing fee as this was included in the final agreement reached between the Parties. I direct the Tenant to the last term of the agreement that states:

“These terms comprise the full and final settlement of all aspects of this dispute for both Parties.”

The Tenant submits that the term “cheques” should have been qualified. This is not a submission of any omission or error. The Tenant submits that consent was not given. Again this submission is not in relation to any omission or error and is therefore not a basis for a correction under the Act. It is noted that the decision records a mutual agreement made by the Parties at the Hearing. The practice followed by this Arbitrator in documenting an agreement is to read the final draft of the agreement to the parties at the hearing and to obtain the clear consent of each party to that draft. This practice was followed for the recording of the agreement in the decision: each Party gave their clear consent to the wording of the mutual agreement.

The Tenant requests clarification on what is included in the “Landlord’s office”. Noting that this distinction was not raised at the hearing or included in the agreement reached by the Parties, I cannot provide any further clarity. However, I would note that a reasonable interpretation of the Parties agreement on the term “Landlord’s office” would include any office that the Landlord conducts business from and would include corporate offices.

In summary, there are no omissions or errors in the decision as it records the mutual agreement of the Parties. The Parties reached an agreement as set out in the decision. It appears that the Tenant now is not satisfied with the agreement however this is not a basis for a correction or clarification under the Act.

The original decision and order stand.

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: September 23, 2013

Residential Tenancy Branch