



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION ON REQUEST FOR CORRECTION

Dispute Codes: FF MND MNDC MNR MNSD

The applicant has requested a correction to a decision of the Residential Tenancy Branch (the RTB) dated December 3, 2013.

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 an obvious error in the decision and an inadvertent omission in the decision.

The applicant submitted the following statement in his Request for Correction:

In regards to your decision about reducing the landlords entitlement to a monetary award by \$466.67 to reflect the loss in value of tenancy for the first 2 weeks of June 2012. When MH (the tenant) came to pay moneys owed at the end of his tenancy he told me that he felt he shouldn't have paid for the first two weeks of June 2012. I agreed and reduced the moneys owed by \$500.00 as I mentioned in my application. That \$500.00 was included in the signed Paid \$1,300.00 on July 15/13 on the bottom of the 10 day notice to end tenancy form.

The applicant attached page 4 of my December 3, 2013 decision, noting the wording of the third full paragraph. He also attached one of the pages of his written evidence in which he stated that he credited the tenant with ½ months rent (\$500), noting in his handwriting at the bottom of this page that "\$500 was credited on July 15/2013 as requested by MH." The applicant also re-submitted a copy of a 10 Day Notice he issued to the tenant, including his notation at the bottom of that page that \$1,300 was paid on July 15, 2013.

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 Arbitrator. It is also not an opportunity to produce additional evidence that could have been presented at the original hearing but for whatever reason was not entered into written evidence or sworn testimony.

I find that the evidence does not support the request for the following reasons:

Although the applicant has cited one specific paragraph of my December 3, 2013 decision and emphasized some of his written evidence, this segment of my decision needs to be considered in the context of the two paragraphs preceding the one referred to by the applicant, which read in part as follows.

... Landlords are responsible for keeping proper records of amounts owing and payments made during a tenancy. Landlords also bear the responsibility for providing receipts, especially for cash payments during a tenancy. In this case, I find that there is a particularly confusing payment history, complicated by the inconsistencies in the payment amounts and the dates in the second 10 Day Notice.

The landlord initially testified that the \$1,000.00 requested was for unpaid August 2013 rent. He then corrected this testimony to assert that \$500.00 of this unpaid rent was for July 2013 and the other \$500.00 was for August 2013. The landlord's failure to produce proper and consistent receipts for payments from the tenant leads me to conclude that the only rent owing for this tenancy was for the first 14 days of August 2013...

This acted as a preface to my finding which read in part as follows in the paragraph cited by the applicant:

...I also find that there is evidence that the landlord did not have the rental unit ready for occupancy on June 1, 2012, when this tenancy began. Both parties entered sworn testimony at the hearing that the tenant was not provided any credit towards the first 14 days of his tenancy when the landlord's delays in having the rental unit ready for occupation prevented the tenant from occupying the rental unit. Under these circumstances, I reduce the landlord's entitlement to a monetary award by \$466.67 ($\$1,000.00 \times 14/30 = \466.67) to reflect the loss in value of this tenancy created by the landlord's acceptance of rent for the full month of June 2012. In essence, the tenant had already paid \$466.67 more than he was supposed to have paid for rent to the landlord from the beginning of this tenancy...

I find that the applicant's current request for a correction essentially continues the process of his provision of inconsistent evidence that gave cause for my remarks in my December 3, 2013 decision. He has also added a further explanation regarding what

occurred at the end of this tenancy, an explanation that he clearly could have provided at the original hearing. While he would prefer that I take into account only his written statement, as noted above both parties gave sworn testimony at the original hearing that the tenant received no credit for his rent payment during the first 14 days of his tenancy. The statement on the 10 Day Notice that \$1,300.00 was paid on July 15, 2013, sheds no light on what this payment entailed or was meant to cover. The applicant's failure to keep proper records and issue proper receipts was noted in my December 3, 2013 decision. I find that the applicant's current statements only serve to emphasize the inconsistencies in his evidence and sworn testimony.

I find that much of the applicant's Request for Correction is essentially an expression of his fundamental disagreement with that portion of the decision that was not in his favour and my refusal to accept part of his written evidence and ignore the sworn testimony provided at the hearing by the parties. I also find that the applicant's request for correction is essentially a disagreement with my weighing of the evidence and the outcome of the decision.

For the reasons outlined above, 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: December 13, 2013

Residential Tenancy Branch