

A matter regarding Wall Financial Corporation
and [tenant name suppressed to protect privacy]

DECISION ON REQUEST FOR CORRECTION

Section 78(1.1) of the Act provides that the director may correct a Decision to deal with an obvious error or inadvertent omission in a decision or order.

In this case, the Landlord seeks a correction, "with regard to the dismissal of the move in bonus recovery in the amount of \$625.00". The Landlord provided a copy of another decision, made by a different arbitrator, which awarded recovery of the "move in bonus". Therefore, the Landlord argues that the "dismissal of this portion of our claim was an error". The Landlord also included a copy of the Addendum to the tenancy agreement, which was also provided in evidence at the Hearing.

Residential Tenancy Policy Guideline 25 states that an "obvious error" is a "*mistake which is immediately and clearly apparent to the arbitrator upon re-reading the evidence or reviewing the arbitrator's own notes. An obvious error does not include a different interpretation or assessment of facts or law applicable to the hearing or a change of mind about the outcome of the hearing or the arbitrator's decision.*"

An example of an "obvious error" would be if the evidence was that the couch was white and the arbitrator misread the evidence of colour and found it was red."

Section 64 of the Act provides that the director is not bound to follow other decisions.

I have reviewed your request for correction and I do not find that a correction is necessary. I find the submission of the Landlord is not a request for clarification or correction; rather the application was made in an attempt to change the Decision, not clarify or correct the Decision.

I have re-read the Decision and evidence and I confirm the Decision of March 17, 2014.

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*.

March 31, 2014

Residential Tenancy Branch