



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES LTD  
THE BREAKERS HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION ON REQUEST FOR CORRECTION**

The respondent landlord HPL has requested a correction to a decision of the Residential Tenancy Branch (“RTB”) dated November 27, 2014 (“original decision”).

Section 78(1)(a) and (c) of the Residential Tenancy Act (“Act”) enables the Residential Tenancy Branch 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 respondent landlord HPL requests correction of an “arithmetical error” and an “obvious error” in my original decision and order. The request states:

*“The calculation is wrong. Pet deposit was as assumed in this hearing \$462.50. Less \$280. The amount is \$182.50 → amount requested by tenant should be \$182.50 not \$645. The tenant received in full the damage deposit. It is the pet deposit in question which \$280.00 was returned.”*

In the additional attached page of evidence, the respondent landlord HPL states that:

*“The damage deposit was paid in full and should not be part of the calculation only the pet deposit is in question.”*

*“The tenant has asked for \$182.50. Not double the amount. I understand the rule of returning within 15 days. As I did with \$280. Had I known that there was an additional \$182.50 owing it would have been returned at the same time as the \$280.”*

I identified the fact that the tenant was only seeking \$182.50 of her pet damage deposit, when I clearly stated the following at page 5 of my original decision (emphasis added):

*“The **tenant seeks** the return of a portion of her **pet damage deposit**, in the amount of **\$182.50** from the landlord.”*

I also identified the fact that I was only dealing with the pet damage deposit, not the security deposit, that I was issuing a monetary award for the pet damage deposit only which section 38(6)(b) of the Act provides for, and that the security deposit was paid back to the tenant in full, as per pages 2, 3 and 7 of my original decision (emphasis added):

*“Is the tenant entitled to a monetary order for the return of all or a portion of her **pet damage deposit**?”*

...

*“**A security deposit of \$462.50 was paid by the tenant on May 26, 2011 and was returned to her in full** by the landlord.”*

...

*“I find that the landlord continues to hold a portion of the tenant’s **pet damage deposit** in the amount of **\$182.50**. Over that period, no interest is payable on the landlord’s retention of the pet damage deposit. For the reasons outlined above, and in accordance with **section 38(6)(b) of the Act**, I find that the tenant is **entitled to double the value of the overall pet damage deposit less the \$280.00 returned by the landlord HPL to the tenant**.”*

...

*“**I issue a monetary Order** in the tenant’s favour against the landlord HPL under the following terms, which **allows the tenant an award of double her pet damage deposit**, less the amount already returned to her...”*

The respondent landlord HPL was clear in its correction request that it understood the 15 day rule regarding the pet damage deposit. It also stated that it would have returned the \$182.50 owing, if known. However, the landlord was clear at the hearing when it asserted that the tenant did not pay the \$182.50 and produced a forged receipt from the former landlord. A detailed analysis and conclusion regarding this fraud allegation was undertaken at pages 4 to 6 of my original decision.

I further provided a detailed and clear chart at page 8 of my original decision, which is arithmetically correct regarding the calculation for this pet damage deposit, indicating that \$280.00 was returned by the landlord, as confirmed by the landlord in his correction request. As such, I find no basis for the respondent landlord HPL’s assertions that an arithmetic error has been made in the original decision.

However, in my calculation chart at page 8 of my original decision, I inadvertently referred to the pet damage deposit as a “security deposit.” Despite this, I clearly indicated that the monetary order was made for the pet damage deposit only, at page 7. Therefore, in the attached corrected decision, I revise this obvious error, to replace the word “security” with “pet damage,” in the following table:

<b>Item</b>	<b>Amount</b>
Return of Double <del>Security</del> <b>Pet Damage</b> Deposit as per section 38 of the Act (\$462.50 x 2 = \$925.00)	\$925.00
Less Returned Portion of <del>Security</del> <b>Pet</b> <b>Damage</b> Deposit	-280.00
<b>Total Monetary Order</b>	<b>\$645.00</b>

I issue a corrected decision reflecting the above-noted change in the description of the deposit in the table in the original decision. As this correction has no bearing on the monetary Order issued for this application, the monetary Order stands.

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 18, 2014

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Residential Tenancy Branch

