



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION ON REQUEST FOR CORRECTION**

In the tenant's request for correction she seeks correction to the order on the basis of "Inadvertent omission."

In addition to other things, in her application for dispute resolution which was filed on November 12, 2014, the tenant sought to have the landlord's 1 month notice to end tenancy for cause set aside. 1 of 2 reasons identified on the notice in support of its issuance is as follows:

Tenant is repeatedly late paying rent

Related to the above, findings set out in the decision of December 15, 2014 read, in part, as follows:

In light of the apparent arrangement made between the parties concerning rent and utilities, I find there is no evidence that payment of either monthly rent or utilities is required. Further, I find no evidence that the parties reached any agreement around the quantum of monthly rent or utilities. In the result, I find no evidence that the tenant is "repeatedly late paying rent."

In the tenant's application for dispute resolution she also sought compensation in the specific amount of \$170.00 for repair to clothes dryer, in addition to recovery of the \$50.00 filing fee. She was successful in both of these particular aspects of her application.

Documentation accompanying her application for dispute resolution includes 2 billing statements for certain utilities, in relation to which the tenant claimed she made the required payments: \$62.00: Nov. 19, 2014, and \$88.25: Oct. 18, 2014. However, the tenant's application for dispute resolution does not include a specific application to recover these particular costs.

In her request for correction the tenant states as follows:

The landlord cut off paying utilities as of Sept. 1, 2014 but previously for years has been paying the utilities. I have been paying them myself from Sept. 2014 onward. Could he please be ordered to continue paying and reimburse me for what I have paid?

Enclosed with the tenant's request for correction is a copy of an email to her from the landlord which is dated August 24, [2014]. In part, the email reads as follows:

I will not pay any future utilities starting September 1<sup>st</sup> / 2014.

PLEASE NOTE, MY ACCOUNTS WILL BE CANCELLED ON SEPTEMBER 01 / 2014 (Gas / Electric)

Further to the above, in her request for correction the tenant itemizes utilities she claims to have paid in the total amount of \$319.46 as follows:

|                   |                  |
|-------------------|------------------|
| Oct. 18: \$88.25  | Nov. 19: \$62.00 |
| Nov. 20: \$107.21 | Dec. 19: \$62.00 |

I note that the costs for utilities claimed to have been incurred by the tenant as set out in her request for correction, are over and above those identified in documentation included with her application for dispute resolution. Additionally, I note that a copy of the landlord's email was not included with the tenant's application for dispute resolution.

As a result of all the foregoing, I find that a correction of the decision dated December 23, 2014 is not indicated, and the decision therefore stands. The tenant has the option of filing a new application for dispute resolution in which she specifically seeks to recover the cost of utilities. The tenant might also consider seeking a remedy during the Court hearing scheduled for March 23, 2015.

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 23, 2015

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Residential Tenancy Branch

