



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

CORRECTION DECISION

Dispute Codes MND, MNSD, FF

This decision is in response to an application for correction filed by the tenants on April 29, 2015. Section 78 of the *Residential Tenancy Act* permits me to correct typographic, grammatical, arithmetic or other similar errors. The Act does not permit me to change my decision upon hearing further argument from the parties. The tenants have asked me to change those parts of my decision in which I ruled against them as they do not agree with my rulings. After having rendered a decision, I cannot change my decision except to correct obvious errors or inadvertent omissions as described above. I note that I made an error when I stated that the tenants had not cleaned the carpet and have amended my decision to correct that error. I also referred to photographs which the landlord submitted into evidence but the tenants did not receive. I removed reference to those photographs as they did not influence my decision. I also found it appropriate to clarify my with respect to why I arrived at my conclusion with respect to why the tenants are not entitled to double their security deposit.

With respect to the tenants' comments about issues which I have not clarified in my decision, I note the following:

The tenants took issue with my finding on page 2 that the tenants "did not deny that their dog had free reign of the lawn and that the dog urinated and defecated on the lawn." The tenants argue that they did not testify to this effect. I did not state that the tenants had given this testimony; I simply stated that the landlord made an accusation which the tenants did not deny. The tenants also argued that they did not have exclusive use of the back yard. At the hearing, I asked the tenant if he and his co-tenant were the only parties using the backyard and he confirmed that this was the case. I made specific notes on this issue. While the tenant may have misspoken during the hearing, he cannot now change his testimony because that testimony led me to a conclusion with which he disagrees. However, even if the tenants were sharing the backyard with other tenants, this does not affect my conclusion that their dog caused the damage to the lawn as there is no persuasive evidence to show that the damage could reasonably have been caused by any other means. The tenants also took issue

with the invoice provided by the landlord. The landlord is under no obligation to use a professional company for repairs which will issue an invoice that satisfies the tenants' standards. The landlord is free to utilize the services of non-professionals and indeed, has likely saved money and thereby minimized her losses by doing so. I was satisfied that the work was required, that it was performed and that the landlord paid for it and therefore the landlord was entitled to compensation. I therefore have not corrected or clarified this aspect of the decision.

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: May 12, 2015

Residential Tenancy Branch

