



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VRAN ENTERPRISES INC.
and [tenant name suppressed to protect privacy]

CLARIFICATION DECISION

Dispute Codes MNDF, O

Introduction

The tenant has requested a clarification of my decision dated 9 June 2015.

The decision read in part:

At the hearing I asked the tenant what relief she was seeking from me. I set out that I understood that the tenant was asking for total compensation in the amount of \$10,000.00, but that I did not understand the tenant's claim in relation to an "other" remedy. The tenant merely stated that she wanted me to determine to what she was entitled. The tenant could not identify what amount she was seeking in compensation for any given breach of "behaviour and encroachment + repair and work done" or what non-monetary remedies she sought.

...

The tenant's claim for damages sustained in 2009 is dismissed without leave to reapply.

The remainder of the tenant's claim is dismissed with leave to reapply.

[emphasis added]

The tenant sets out her request for clarification:

Do not understand what I'm aloud monitary How much and for. Also no information on property line + whether I can keep my neighbours off. And harresment

[as written]

Analysis

Paragraph 71(1)(b) of the *Manufactured Home Park Tenancy Act* (the Act) allows me to issue a clarification to a decision.

Residential Tenancy Policy Guideline, "25. Requests for Clarification or Correction of

Orders and Decisions” elaborates on clarification:

The Legislation allows the RTB to clarify a Director’s order or decision if a party is unclear about or does not understand the decision, order or reasons. Clarification allows the RTB to explain, but not to change, the decision. Clarification involves making the order or decision more clear or plain to the understanding, and the removal of any complexity, ambiguity, or obscurity (Oxford English Dictionary, ed. Vol. 1, 1993).

As can be seen from the decision excerpted above, the tenant’s claim was dismissed. The tenant is entitled to reapply in respect of the part of her claim that does not relate to the 2009 expense. That is the only thing to which the tenant is entitled. This is clear in the original decision.

At the tenant’s request of me at the hearing to determine her remedies is not my role. The role of an arbitrator is to make decisions based on applications before him or her; not to advocate on behalf of any party. I cannot tell the tenant what if any application she is entitled to make—that is the role of her legal advisor.

Conclusion

For the reasons set out above, I decline to issue a clarification to the decision dated 9 June 2015.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: July 17, 2015

Residential Tenancy Branch

