



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION ON REQUEST FOR CORRECTION

The applicant has requested a correction to the Residential Tenancy Branch decision dated February 29, 2016.

Section 78 of Residential Tenancy Act enables the Residential Tenancy Branch to correct a decision or order 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 Legislation³ also allows the RTB to correct a typographical, arithmetical or other similar error. This provision allows the RTB to change the decision or order, to correct typographical, mathematical or other minor errors.

Finally, the Legislation⁴ allows the RTB to correct an obvious error or inadvertent omission.

An obvious error is a mistake which is immediate.”

The applicant’s state,

“the decision allows the Landlord to retain \$666.38 of the Tenant’s damage deposit as payment for utilities. However, during the dispute resolution hearing, the parties had agreed that the landlord already received a cheque for \$33.20 toward this amount from one of the Tenants. That cheque was since been cashed. A second Tenant’s cheque for \$33.20 was also cashed on March 4. Both were sent before the decision.”

[Reproduced as written]

I have reviewed the tenant's application for correction and I decline to make the requested correction. In the hearing, the tenants agreed to the amount claimed by the landlord for unpaid utilities in the total amount of \$666.38. At the hearing the landlord had not cashed one of the tenant's cheques. The other tenant indicated they would send the landlord a cheque for their portion following the hearing.

As the funds were not received or cashed by the landlord at the time of the hearing the landlord was entitled to a monetary order, as the landlord did not withdraw that portion of their claim.

However, if the landlord has received funds that are greater than the amount awarded in my decision, such as the two additional cheques, which were cashed on March 4 and March 7, 2016, after the hearing, then the landlord is obligated to return those funds to the tenants forthwith.

Should the landlord fail to return any overpayment the tenants are at liberty to file a new application for dispute resolution, ordering the landlord to do so.

Therefore, your request for a correction of the Decision is denied.

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: March 21, 2016

Residential Tenancy Branch