



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DAVID BURR LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION CLARIFICATION**

The tenant applies for a clarification of the decision rendered in this matter and dated March 9, 2016.

He asserts that many dates in the decision are incorrect, particularly a November 2015 date. I must decline clarification. Reference to that date was a reference to evidence given by the landlord regarding the heat problem. I cannot be clarified any further.

The tenant's request states that the decision dealt with the security deposit. The decision did not deal with the security deposit other than to say that the tenant may apply for return of his deposit and that the landlord may make it's own application to keep it.

The reference to "mix up for whatever reason" cannot be clarified. It is a quote from the testimony of the landlord's representative Mr. D.R. regarding why a move-out inspection was not done in the presence of both the landlord and the tenant.

I apologize for the lack of clarity in the decision regarding heat to the tenant's rental unit. The decision was meant to convey the fact that though the heat may not have been on as much as the tenant wished, he had not shown at hearing that his rental unit was inordinately cold as a result.

In regard to the tenant's concern that a landlord's representative gave false evidence, that is a matter that cannot be dealt with by the arbitrator after a hearing. The tenant should contact the Residential Tenancy Branch about its review powers or should seek legal advice.

This decision clarification 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: April 17, 2016

---

Residential Tenancy Branch

