Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION ON REQUEST FOR CORRECTION

The applicant landlord ("landlord") has requested a correction to a decision of the Residential Tenancy Branch ("RTB"), dated February 24, 2016 ("original decision").

The landlord requested a correction of an "obvious error" in my original decision. Section 78(1)(c) of the *Residential Tenancy Act* ("*Act*") enables the RTB to deal with an obvious error in a decision.

The landlord received a copy of my decision on March 15, 2016 and filed a request for a correction on March 28 and 29, 2016, as two separate faxes were sent in. Therefore, I find that the landlord is within the 15 day time period to make such a request, pursuant to section 78(1.1)(b) of the *Act*.

The landlord submitted nine pages of evidence outlining her position as to why she is entitled to a correction of my decision. In summary, the landlord requested that I change my decision as well as the facts in the background and evidence section of my decision, to grant her application for a monetary order against the tenant. In her evidence, the landlord repeated her claims made at the hearing and provided the same arguments to support these claims.

I provided the landlord with a comprehensive eight-page detailed decision regarding her claims. I made a decision after taking into account all of the documentary evidence and the testimony presented by both parties and their witnesses at both hearings. I also recorded the facts based on the testimony of both parties, taking into account that most of the evidence was disputed. Although the landlord disagrees with my decision and seeks a change in the outcome and the facts, this is not a legitimate reason to apply for a correction and is not an "obvious error." I decline to change my decision to the landlord's desired outcome.

The landlord noted that I did not include a hearing date of December 8, 2015, that was initially scheduled but never occurred because it was rescheduled to February 15, 2016. Accordingly, there is no need for me to include this in my decision and I decline to do so.

The landlord said that I did not provide her five witnesses an opportunity to testify at this hearing. However, the landlord agreed during the hearing that her witnesses did not need to testify, given that the tenant agreed to all of the landlord's witness statements being admitted into evidence and because the tenant said that she did not need to cross-examine the witnesses. Therefore, there was no need to call these witnesses to read out their written statements and the landlord agreed not to call them during the hearing. However, the landlord insisted on cross-examining all four of the tenant's witnesses, despite their written statements, which the landlord did during the hearing.

The landlord said that I did not accept a witness statement from her father, agent WL, who appeared as an agent for her in the first hearing because she could not attend. However, the landlord confirmed that I did consider agent WL's statement when I made a reference to it at page 6 of my decision. At the outset of the first hearing, agent WL confirmed that he was only an agent for the landlord, not a witness. Agent WL was specifically questioned as to which witnesses the landlord wanted to call and he was advised that the witnesses could not hear the proceedings while the parties and other witnesses were testifying because they are not entitled to hear evidence, pursuant to Rule 7.20 of the RTB *Rules of Procedure*. Prior to the second hearing, the landlord then submitted a witness statement from agent WL attempting to have him testify as a witness at the second hearing because the landlord was going to appear on her own behalf and did not require an agent at the second hearing. I advised the landlord that this was not appropriate because agent WL had already presented all of the landlord's evidence at the first hearing and heard the entirety of the proceedings. However, I made a limited reference to agent WL's statement in my decision, stating that I was not considering his statement as an expert opinion, which is the purpose for which the landlord offered the statement.

The landlord said that I did not have enough time to conduct the second hearing because I had an "11am appointment." I advised both parties at the outset of the second hearing that I had another hearing scheduled for 11:00 a.m. that day. Neither party requested an adjournment or a further continuation of the hearing at any time during the second hearing, in order to hear further witness testimony or evidence. However, I missed my 11:00 a.m. hearing in order to deal with the landlord's application and to conclude the matter which had already been adjourned once. The second hearing began at 9:30 a.m. and lasted 145 minutes until 11:55 a.m., as noted in my decision and as referenced by the landlord in her correction application, which is well past 11:00 a.m. as the landlord knows. Further, the landlord omitted from her correction details that the first hearing lasted an additional 150 minutes. Therefore, the total hearing time, the majority of which was used by the landlord, not the tenant, to present

testimony, witnesses and evidence, lasted a total of 295 minutes, which is almost five hours. Most hearings last approximately 60 minutes. Therefore, I allowed both parties, particularly the landlord, more than ample time to present submissions, witnesses, and written evidence for both hearings held over two separate dates.

As I find no basis for the landlord's assertions that an obvious error has been made in the original decision, I find that the evidence does not support the landlord's request for a correction.

I make no corrections to my original decision or order. The original decision and order, both dated February 24, 2016, are confirmed.

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: April 11, 2016

Residential Tenancy Branch