



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

DECISION ON REQUEST FOR CORRECTION

The tenant has requested a correction to a decision of the Residential Tenancy Branch dated March 15, 2016.

In the Request for Correction, the tenant has written that the,

“The landlord & Tenants agreed to end possession on January 18, 2016. The tenants should not be required to pay rent until January 31, 2016.”

[Reproduced as written]

Section 78 of Residential Tenancy Act enables the Residential Tenancy Branch 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.

In this matter, I find a correction is not necessary. Although the parties agreed at a previous hearing which was heard on January 13, 2016, that the tenancy would end on January 18, 2016. There was no agreement between the parties that the tenants would be entitled to prorated rent for the month of January 2016. The landlord's application was for full rent for January 2016, which I granted.

Under the Act, the landlord is entitled to rent, the full rent, when due under the terms of the tenancy, regardless of when the tenancy ends. In this matter rent was already due and owing on January 1, 2016, when the parties agreed to end the tenancy on January 18, 2016.

I find there is no error in my decision or order. Therefore, I decline to make any corrections to my original decision and order made on March 15, 2016.

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

