



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION ON REQUEST FOR CLARIFICATION**

The applicant has requested a clarification to the Residential Tenancy Branch decision dated February 22, 2016.

Section 78 of Residential Tenancy Act enable the Residential Tenancy Branch to clarify a decision or order.

The applicant requests clarification of the decision and has provided written submissions stating,

*This clarification is needed because there is information that conflicts with the evidence. Please clarify the highlighted sections of the Decision, why evidence was omitted and many sections of the Residential Tenancy Act that are pertinent. Sections of the Act are numbers 6, 7, 13, 20, 23, 24, 32, 35, 36, 37, 59 and 62.*

*One section ignored specifically; how can it be considered a reasonable expence the tenent to first spend hours cleaning the carpet- two hours vacuuming, two hours steam cleaning, spot treatment, odor treatment and a rush fee of \$75.00 only to pull up the carpet and charge the tenent now for the new one. Clarify the absence of 'burden of proof' as in pictures and receipts of the new carpets. The LCC invoices have no contact information, receipts, GST#'s or any way to verify the company. This evidence has heavy influence on the decision. Clarify why the tenant is made to pay for blinds (the only receipt the landlord submitted) dated June 11, 2015. The landlord charges that he replaced the blinds more than a month earlier, after cleaning them for 3 hours and 1 hour replacing them.*

The following information was submitted to support the request:

A photocopy of the decision dated February 22, 2016 with 10 highlighted portions of the decision.

Based upon the written submission of the applicant, I find that the applicant seeks to re-argue matters that were already before the original arbitrator. The tenant's arguments were regarding the conflicting information with the evidence. These details were brought up during the original hearing for the arbitrator and assessed.

The original decision states,

*In the landlord's claim, I accept the evidence of both parties and **find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant.** I find that the landlord has established that the tenant left the rental unit dirty and damaged requiring repair/replacement.*

No further clarification needed. The original decision and order stand(s).

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: May 05, 2016

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Residential Tenancy Branch