



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION ON REQUEST FOR CORRECTION

Dispute Codes ARI

Introduction

The original decision dated May 11, 2016 was a decision with respect to the landlord's application for an additional rent increase for a number of units in a Vancouver apartment building. The landlord applied for review consideration of the original decision on the ground that the landlord had new and relevant evidence not available at the time of the original decision. The landlord also submitted a request for correction of the original decision.

By review consideration decision dated May 31, 2016 the landlord's application for review consideration was dismissed.

Section 78 of the *Residential Tenancy Act* provides that:

Correction or clarification of decisions or orders

78 (1) Subject to subsection (2), the director may, with or without a hearing,

- (a) correct typographic, grammatical, arithmetic or other similar errors in his or her decision or order,
- (b) clarify the decision or order, and
- (c) deal with an obvious error or inadvertent omission in the decision or order.

(1.1) The director may take the steps described in subsection (1)

- (a) on the director's own initiative, or

(b) at the request of a party, which request, for subsection (1) (b) and (c), must be made within 15 days after the decision or order is received.

(2) A request referred to in subsection (1.1) (b) may be made without notice to another party, but the director may order that another party be given notice.

(3) The director must not act under this section unless the director considers it just and reasonable to do so in all the circumstances.

The landlord's request for correction comprises four pages and 26 numbered paragraphs. In the request for correction the landlord submitted that, among other matters, I made a mathematical error, an obvious error or an inadvertent omission in identifying a rent of \$925.00 for comparable "A" provided in the landlord's appraisal report submitted as evidence. The landlord submitted that finding was an error because the 2015 rent was actually \$1,025.00 and not \$925.00. In the landlord's evidence, a "Market Rental Survey And Market Rental Valuation" at page 25, the report sets out particulars with respect to comparable "A". With respect to "lease info" the report refers to **"Rent – One Bedroom (suite area n/a)"** as follows:

\$925.00 (June 2014 Rate up to \$1,025 (April 2015)

According to appendix "E" of the appraisal, the rental information for the comparable was obtained from a third party report, referred to as the "Goodman report:"

In my decision I considered that the appraiser was stating a range of rents for one bedroom apartments in the comparable property. I selected the sum of \$925.00 as representing the lower end of the range. I do not agree that my choice of this amount constituted a mathematical error, an obvious error or an inadvertent omission.

The landlord also submitted that I made further errors by extrapolating from the alleged error as to the comparable in making other calculations and that I made a further error in allegedly omitting the landlord's rental units from consideration and this constituted an obvious error or an inadvertent omission. I do not agree with this submission, rather I consider the request on this point to be an attempt to re-argue matters dealt with in the decision.

I find that that applicant has not identified a mathematical error or an obvious error or inadvertent omission in the May 11th decision and I therefore deny the request for correction.

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: July 11, 2016

Residential Tenancy Branch