



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION ON REQUEST FOR CLARIFICATION**

### Introduction

The applicant landlords (the “landlords”) have requested a clarification of the Residential Tenancy Branch (“RTB”) decision, dated January 20, 2017 (the “original decision”).

Section 78(1)(b) of the *Residential Tenancy Act* (“Act”) enables the RTB to clarify the decision. Pursuant to *Residential Tenancy Policy Guideline #25*, clarification allows the RTB to explain, but not to change, the decision. Clarification involves making the order or decision more clear or plain to the understanding and removal of any complexity, ambiguity, or obscurity.

### Clarification Requested

The landlords requested clarification of the following portions of the decision:

1. the tenancy was a six month fixed term to continue on a month to month basis and because the tenants did not give appropriate notice, the landlords should be entitled to November rent.
2. The tenants drafted the tenancy agreement, which was clarified by the landlords during the hearing. Therefore the lack of clarity should be interpreted to the benefit of the landlords.
3. The side suite is referred to the lower/downstairs suite incorrectly throughout the document
4. The side suite rent was \$600.00 per month, not \$500.00 per month

### Clarification

1. Based on the evidence presented I made a finding that the tenancy was a fixed term from May 1, 2016 to October 31, 2016. I acknowledge the tenancy agreement indicates that at the end of the fixed term the tenancy *may* continue on a month to month basis or another fixed length of time, however because the tenants paid October rent and vacated October 30, 2016 one day prior to the end of the fixed term the tenancy did not continue on a month to month basis. Therefore the tenants were not obligated to give notice and the landlords were not entitled to November rent.

2. Based on the balance of probabilities I determined the tenancy agreement was drafted by the landlords. However, the finding that the six month tenancy was scheduled to end October 31, 2016 did not rest solely on the finding that the landlords drafted the tenancy agreement. As set out in the original decision the sales agreement, was also relied upon to make this finding.
3. Correction – Upon review of my decision, I cited the suite as lower/downstairs. This was an obvious error in my decision. Accordingly, I have revised my original decision to remove the words upper, upstairs, lower or downstairs. Therefore I issue a corrected decision reflecting the above noted changes throughout my decision.
4. Based on the evidence presented and the testimony of the parties, I determined rent collected each month from the suite tenant was \$500.00.

### Conclusion

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: February 02, 2017

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Residential Tenancy Branch