



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, FF

The landlord filed a Request for Correction on April 30, 2018. The Application was misplaced and the file was not provided to the Arbitrator until June 14, 2018.

The Request for Correction alleges there was a math error, an obvious error and an inadvertent omission in the decision and order.

Briefly the relevant facts are as follows. The landlord served a 2 month Notice to End Tenancy on the Tenants. The Tenants gave the landlord a 10 day Notice ending the tenancy early as they are entitled to do. The Request for Correction filed by the landlord alleges that she should not be responsible to reimburse the tenant rent for the period September 9, 2017 to September 20, 2017 (or the sum of \$790.70) as set out in the decision. Rather this sum should be reduced to reimburse the tenants for the period September 16, 2018 to September 20, 2018 (\$292.58) based on the service provisions of the Act. The Request set out in detail the argument of the landlord with reference to various provisions of the Act. The Request for Correction also alleges she should not be responsible to reimburse the Tenants the cost of the filing fee.

After carefully considering the submission of the landlord I determined the landlord's request is not a matter that can be dealt with as a Request for Correction. The landlord is attempting to re-argue her case. The Request for Correction provisions of the Residential Tenancy Act provide authority to make changes where there has been a typographical, arithmetic or other similar error. It also permits a correction where there is an obvious error or inadvertent omission. No such errors were made in this case.

The determination was made on the basis of the evidence and submissions made by both parties at the hearing. The landlord failed to make the argument she is now advancing at the hearing as she is required to do.

Further, the landlord's submission requires an arbitrator to accept evidence that was not introduced in the original hearing. The provisions relied on by the landlord do not permit an

arbitrator to make the changes requested by the landlord. In short the landlord failed to make the submission at the original hearing. The landlord now wishes to re-argue this case in the absence of the respondents. That amounts to a denial of the principle of natural justice and is not permitted by the Act and the common law.

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The landlord submits in the Request for Correction that she should not be required to reimburse the tenants the cost of the filing fee. This is not an issue that can be dealt with in a Request for Correction as no error was made. The tenants were successful and a monetary order was awarded in their favour against the landlord. It is common to make an order against the respondent to reimburse the applicants the cost of the filing fee in that situation. There is no basis for changing this decision.

The landlord's Request for Correction is denied.

This decision is final and binding on the parties.

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: June 15, 2018

Residential Tenancy Branch