



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

The landlords have requested a correction to a decision of the Residential Tenancy Branch dated August 25, 2020 because of an inadvertent omission.

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.

Residential Tenancy Branch Policy Guideline #25 states:

An inadvertent omission is a matter which the Director would have addressed in the decision but failed to address because of an oversight. If the Director has failed to dispose of a matter that was part of the application, and the matter is one that the RTB is permitted to deal with under the Act, the RTB may amend the order or decision to properly deal with the omission.

The landlords' request for correction states the following:

I misunderstood when the arbitrator asked for email sent to the other tenant. Please see the attached email. As you can see from e-transfers, [tenant T.T.] is only one with payments. Please let me know if there is anything else you need.

The August 25, 2020 decision stated, in part:

The landlords testified that tenant T.T. was served with the landlords' application via e-mail on April 20, 2020. The e-mail was not entered into evidence. I provided the landlords with 24 hours to upload the email serving tenant T.T. with the

landlords' application for dispute resolution. The landlords uploaded emails dated August 4, 2020 regarding the hearing, but not the April 20, 2020 email in which tenant T.T. was served with the landlords' application for dispute resolution. I find that landlords have not proved that tenant T.T. was served in accordance with the Director's Order dated March 30, 2020 which allowed service via email. I dismiss the landlords' claim against tenant T.T. for failure to prove service.

Section 78 of the *Act* permits an arbitrator to correct an inadvertent omission made by the arbitrator, not an inadvertent omission made by the landlords. The landlords were required to provide proof of service of their application for dispute resolution in the original hearing, which they failed to do. I allowed the landlords 24 hours to provide me with that proof of service and they again failed to do so. I find that I did not make an inadvertent omission and rendered a decision based on the evidence provided by the landlords. The landlords' application for correction is therefore dismissed without leave to reapply.

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: August 27, 2020

Residential Tenancy Branch