

DECISION

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- An Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- A Monetary Order for unpaid rent under section 67 of the Act

This hearing also dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- An order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act.

Preliminary Issues

- Severing

The following issue is dismissed with leave to reapply:

- An order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Residential Tenancy Branch Rules of Procedure, Rule 6.2, states that if, in the course of the dispute resolution proceeding the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply. The Tenant did not attend to argue how their entire application is significantly related.

Aside from addressing the 10 Day Notice, I am exercising my discretion to dismiss the issue identified in the application with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

- One Month Notice for Cause

The Landlords wanted to deal with a One Month Notice for Cause they also issued to the Tenant; however, neither party filed an application to deal with a One Month Notice for Cause. The Landlords argued both parties provided evidence that relates to the One Month Notice for Cause.

Given that neither party filed an application regarding a One Month Notice for Cause, the Tenant did not attend, and it could not be confirmed the Tenant was aware the One Month Notice for Cause was included in these applications, I find that it would be prejudicial to the Tenant to include the One Month Notice of Cause in this hearing. The parties are free to file a separate application to deal with the One Month Notice of Cause.

- 10 Day Notice Move Out Date

The Landlords provided a copy of the 10 Day Notice for Unpaid rent, which was undated, unsigned and did not include a move out date. The Landlords advised they did not provide the Tenant with a 10 Day Notice for Unpaid Rent with a move out date listed because they also gave a One Month Notice for Cause which had a move out date, there were other issues going on and they have never been through this process before.

For a notice to end tenancy to be effective it must be in writing and must meet the requirements listed in s. 52 of the *Act*, including stating the move out date. While s. 53 of the *Act*, gives me the authority to correct an incorrect move out date to the first opportunity that complies with the *Act*, it does not give me the authority to add a date when one is not listed. I find that the 10 Day Notice for Unpaid Rent does not comply with section 52 of the *Act* and cannot be corrected.

Therefore, I dismiss the Landlords' application in its entirety, without leave to reapply. The Tenant's application to dispute the 10 Day Notice is granted.

Conclusion

I dismiss the Landlords' application in its entirety.

The Tenant's application is granted for cancellation of 10 Day Notice under sections 46 and 55 of the *Act*.

The 10 Day Notice that is undated, is cancelled and of no force or effect.

This tenancy continues until it is ended in accordance with the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the *Act*.

Dated: October 20, 2025

Residential Tenancy Branch