

## **DECISION**

### **Introduction**

This hearing 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
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing also dealt with the Landlord's 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
- authorization to recover the filing fee for this application from the Tenant under
- section 72 of the Act

Those listed on the cover page of this decision attended the hearing and were affirmed.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

#### **Tenant's Application**

The Landlord testified that they received a copy of the Notice of Dispute Resolution Proceeding and the Tenant's evidence from the Residential Tenancy Branch. The Landlord confirmed they wished to proceed with the hearing. The Landlord has been sufficiently served in accordance with section 71 of the Act.

Tenant M.N. confirmed service of the Landlord's evidence.

### **Landlord's Application**

Tenant M.N. confirmed service of the Proceeding Package and evidence.

Rule 3.5 of the Residential Tenancy Branch Rules of Procedure states:

During the hearing or conference, the applicant must be prepared to demonstrate to the satisfaction of the director that each respondent was served with the Notice of Dispute Resolution Proceeding Package and all evidence as required by the Act and these Rules of Procedure.

If the applicant cannot demonstrate that each respondent was served as required by the Act and the Rules of Procedure, the director may adjourn the application or dismiss it with or without leave to reapply.

I find the Landlord did not provide sufficient evidence that the Proceeding Package and their evidence was provide to Tenant F.F. and in accordance with Rule 3.5 of the Residential Tenancy Branch Rules of Procedure. The Landlord did not provide as evidence a copy of the Proof of Service Notice of Dispute Resolution Proceeding Package #RTB-55 to confirm service. Therefore, the Landlord's application is dismissed in its entirety, without leave to reapply.

### **Preliminary Matters**

The following claims on the Tenant's application were severed at the outset of the hearing:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure states claims made in the application must be related to each other.

Rule 6.2 of the Residential Tenancy Branch Rules of Procedure 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.

Aside from the application to cancel the Notice to end tenancy and the filing fee, I am exercising my discretion to dismiss the above claims identified in the application, with leave to reapply, as these matters are not related and in accordance with Rule 2.3 and Rule 6.2 of the Residential Tenancy Branch Rules of Procedure. I make no findings on

the merits of the matter. Leave to reapply is not an extension of any applicable time limit.

The Tenant provided a copy of the 10 Day Notice as evidence. The Day Notice dated October 4, 2025, does not include the Landlord's address.

I find the Landlord has not filled out the 10 Day Notice in full as required under section 52 of the Act. Therefore, the 10 Day Notice of October 4, 2025, is cancelled and of no force or effect.

## **Conclusion**

The Tenants' application is granted for cancellation of the Landlord's 10 Day Notice under section 47 of the Act.

The 10 Day Notice of October 4, 2025, is cancelled and is of no force or effect.

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

The Tenant may deduct \$100.00 from future rent to recover their application filing fee.

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 31, 2025

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Residential Tenancy Branch