

DECISION

1. The landlord applied for approval of a rent increase in excess of the amount allowed by the Regulations to the *Residential Tenancy Act*. The landlord's application was for approval to increase the rent from its current level of \$650 to a new level of \$1100.
2. Section 23 of the Regulations provides that a landlord may apply if "(a) after the rent increase allowed under section 22 [*annual rent increase*], the rent for the rental unit is significantly lower than the rent payable for other rental units that are similar to, and in the same geographic area as, the rental unit". Subsection (3) of section 23 sets out the criteria which must be considered in deciding whether to approve an application for an additional rent increase. Those criteria include the rent payable for similar rental units in the residential property or in the same geographic area as the rental unit, the rent history for the affected rental unit in the 3 preceding years, and any relevant submission from the affected tenant.
3. The landlord's evidence was that the rental unit is situated in a 9 year old concrete high rise in the midst of the urban downtown setting of Vancouver. It is on the 15th floor. One of the comparables is directly 2 floors above and inline to the subject rental unit. The 'as constructed' size of the unit is identical to the subject unit, but its balcony area is enclosed. It is offered furnished at \$1450 per month. Three (3) other comparables within 1 city block of the subject unit, all unfurnished were submitted at rents of \$1200, \$1125, \$1090, & \$1000.
4. This tenancy began February 2002, and the rent has not been increased since the tenancy started. All of the suites offered as comparables are studio suites with approx. 400 sq. ft. floor plans in size, or lower, with all appliances included. There have been no disputed notices to end the tenancy set aside by an arbitrator or dispute resolution officer during this tenancy.
5. The tenant agreed that rent of \$650.00 per month is significantly below the market rents for the building and the area, and has expected a rent increase for some time as the landlord and tenant have spoken about an increase to the rent for the last 2 years. In general, the tenant does not have a problem with a rent increase.
6. On the basis of the information before me, I am satisfied that even if the landlord gave the *allowable* rent increase, the rent would still be significantly lower than the rent payable for other similar rental units in the same building. I therefore approve the landlord's proposed additional rent increase from \$650.00 to **\$1100.00**. The

landlord may give the approved form of Notice of Rent Increase, giving 3 calendar months' notice to the tenants. If that form is served during March , the rent increase would be effective as of **July 1**.

7. I order that a copy of this decision must accompany the Notice of Rent Increase.

Dated March 09, 2009.