



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request to cancel a Notice to End Tenancy that was given for non-payment of rent.

Decision and reasons

The applicant is requesting that the Notice to End Tenancy for non-payment of rent be cancelled because she believes she has paid the amount of rent required even though the landlord is asking for more rent.

This rental unit is operated by a non-profit Housing Society under an agreement with the British Columbia Housing Managed Commission, and provides housing in which the rent of the units is related to the tenant's income.

Section 2(g) of the residential tenancy regulations states:

2 Rental units operated by the following are exempt from the requirements of sections 34 (2), 41, 42 and 43 of the Act [*assignment and subletting, rent increases*] if the rent of the units is related to the tenant's income:

(g) any housing society or non-profit municipal housing corporation that has an agreement regarding the operation of residential property with the following:

- (i) the government of British Columbia;
- (ii) the British Columbia Housing Management Commission;
- (iii) the Canada Mortgage and Housing Corporation.

Therefore in this case the landlords are exempt from the rent increase requirements of the Residential Tenancy Act, and I have no jurisdiction to interfere in the determination of the amount of rent payable for this rental unit.

Therefore since it is the Society that determines the amount of rent payable and they have concluded that the amount is more than the tenant has been paying, I have no grounds to set aside the Notice to End Tenancy.

Conclusion

The application to cancel the November 18, 2011, 10 day Notice to End Tenancy is dismissed and this tenancy ends pursuant to that notice.

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: January 04, 2012.

Residential Tenancy Branch