



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

Some 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 nonpayment of rent.

Background and Evidence

This tenant lives in a subsidized housing unit that is subsidized by the Canadian Mortgage and Housing Corporation, in which the amount of subsidy provided, is determined by the Society based on the tenant's household income.

In this case the tenants had been paying \$605.00 per month; however the Society has withdrawn the subsidy and increased the rent to the economic rent of \$1342.00 per month.

The tenant has not paid the full economic rent and therefore a 10 day notice to end tenancy was served on the tenant on December 5, 2012.

The tenant is asking that the notice to end tenancy be canceled, as the tenant has continued to pay the amount she was paying before the subsidy was withdrawn.

Analysis

As shown below, under the Residential Tenancy Regulations, these landlords are exempt from the rent increase provisions of the Residential Tenancy Act.

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:

(iii) the Canada Mortgage and Housing Corporation.

Therefore if the society has raised the rent, the Residential Tenancy Act has no jurisdiction to interfere with that rent increase.

In this case the landlords have determined that the rent payable is \$1342.00 per month, and since that amount has not been paid, they have served the tenants with a 10 day notice to end tenancy.

The tenants have not paid the outstanding rent, and therefore I will not be setting this notice to end tenancy aside, and at the request of the landlords I've issued an order of possession.

Conclusion

This application is dismissed without leave to reapply, and I've issued an order of possession to the landlords for 1:00 PM January 31, 2013.

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 21, 2013

Residential Tenancy Branch

