



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, DRI

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 67;
2. An Order in relation to a rent increase - Section 43.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

The Landlord confirms that the 10 day notice to end tenancy for unpaid rent (the “Notice”) was withdrawn as it was issued in error and that the Notice is no longer effective. The Landlord confirms that the tenancy is continuing and the Landlord is not seeking to end the tenancy for unpaid rent. As a result of this evidence I find that the Notice is not effective for ending the tenancy, that the Tenant is not required to vacate the unit, and that the Landlord is not entitled to an order of possession based on the Notice. The tenancy continues.

### Issue(s) to be Decided

Did the Landlord increase the rent and is the Tenant entitled to dispute the increase?

### Background and Evidence

The following are agreed facts: The tenancy started on September 1, 2009. Market rent of \$883.00 is payable on the first day of each month however the unit rent was subsidized by the Landlord requiring the payment of a rental amount of \$659.00. This amount has been paid for the duration of the tenancy until December 2017 when the Landlord determined that the Tenants were no longer entitled to the subsidy. The Landlord removed the subsidy effective February 1, 2018 making the market rent of \$863.00 payable from that month forward. No rents are owed for January 2018. The Tenants paid \$659.00 for February 2018 leaving \$197.00 outstanding. The Tenants paid the market rent of \$863.00 for March 2018.

The Tenant disputes the removal of the subsidy as equivalent to a rental increase.

The Landlord provides a copy of the tenancy agreement. The Landlord states that the subsidy amount for the unit is determined yearly based on the composition of the household and the annual income of the tenant and any occupants. The Landlord states that the Tenant may still dispute or dispute further the removal of the subsidy by speaking to the subsidy department and providing any required evidence. The Landlord states that they have no intention of ending the tenancy for the outstanding February 2018 rent and are willing to negotiate a repayment schedule for that amount if the Tenants are not successful in having their subsidy reinstated. The Landlord states that if the Tenants are successful in having their subsidy reinstated they will be reimbursed retroactively for any rents paid at the market level.

### Analysis

Section 2 of the Residential Tenancy Regulation (the "Regulation") provides that rental units operated by, inter alia, the Metro Vancouver Housing Corporation, are exempt from the rent increase requirements of the Act if the rent of the units is related to the tenant's income. There is nothing in the Act that allows for a review of a decision by the

Landlord about removing a rental subsidy. Based on the undisputed evidence that the rent is determined by the Landlord on, inter alia, the income of the Tenants and even if the removal of the subsidy amounts to a rent increase I find that the Landlord is exempt from having any rental increase restricted by the Act. As a result I dismiss the Tenants' application to dispute a rent increase.

Conclusion

The application is dismissed.

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: April 09, 2018

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Residential Tenancy Branch