



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL-4M MNDCT OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- cancellation of the landlord's Four Month Notice to End Tenancy for Demolition, Renovation, Repair, or Conversion of Rental Unit (the "**Notice**") pursuant to section 49;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62; and
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$390 pursuant to section 67.

The tenant attended the hearing. The landlord was represented by its South East Area Manager ("**JK**"), its Division Manager Finance ("**JH**") and its area manager ("**LJ**"). All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue – Service of Documents

The tenant testified that she served the landlord with the notice of dispute resolution form and supporting evidence package via registered mail. JK confirmed the landlord received the registered mail package, but that it did not contain the tenant's evidence package. The tenant testified that she included her evidence in the registered mail package.

JK testified that, despite this, the landlord was prepared to proceed with the hearing today, so long as the tenant read out loud the relevant portions of whatever documents she relied on at the hearing. The tenant agreed.

As such, I deem that the landlord has been served with all required documents in accordance with the Act.

JK testified, and the tenant confirmed, that the landlord served the tenant with its documentary evidence on October 28, 2019.

Preliminary Issue – Cancellation of the Notice

The landlord testified, and the tenant confirmed, that no Notice to End Tenancy has actually been issued by the landlord. As such, I cannot hear the tenant's application to cancel the Notice, as there is no Notice to cancel.

I dismiss the tenant's application to cancel the Notice. She may reapply when or if a notice to end tenancy is issued by the landlord.

Preliminary Issue – Jurisdiction

The balance of the tenant's application is concerned with her seeking a rent reimbursement for the months of August and September 2019, and an order that the landlord comply with a prior representation that they would reimburse her the rent she claims.

The parties entered into a written tenancy agreement on July 17, 2013. Monthly rent is currently \$1,039 and is payable on the first of each month. The tenant paid the landlord a security deposit of \$450 and a pet damage deposit of \$495 (\$45 of which is from a previous tenancy). The landlord still retains these deposits.

As of September 13, 2019, the tenant receives a monthly rent subsidy of \$729 from the landlord, calculated on her gross household income. The tenant pays the balance of the monthly rent (\$310).

In 2017, the tenant took in a foster child. When she did so, she received funds on a monthly basis to care for the child. This caused her gross household income to increase, and in turn, caused the monthly rent subsidy from the landlord to decrease by \$195.

On July 31, 2019, the tenant's foster child was relocated to another home. As of that date, the tenant ceased receiving funds for the care of the foster child (causing her gross household income to decrease).

For reasons the specifics of which I will not address, the tenant's monthly subsidy was not adjusted to reflect this decrease in income until October 1, 2019. The tenant is seeking an order representing payment of the increased subsidy for August and September 2019.

Based on the evidence of both parties, I find that the landlord has not varied the rental rate of the rental unit. Rather it has adjusted the amount of rental subsidy to which the tenant is entitled. I accept that, as a shorthand, the landlord has referred to an adjustment to the subsidy as a rental increase or decrease. However, in substance, the rental rate has remained unchanged. Only the subsidy amount has changed.

The Act does not grant me the authority to adjudicate disputes between parties relating to the procedures for calculating or awarding rental subsidies. As such, I have no jurisdiction to hear the balance of the tenant's application.

Accordingly, I dismiss the tenant's application relating to rent reimbursement without leave to reapply. I make no findings as to the merits of the tenant's claim.

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: November 08, 2019

Residential Tenancy Branch