



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes    OLC

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement.

The tenant and the landlord's agents (agents) attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The parties confirmed receiving the other's evidence.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to comply with the Act, regulations, or tenancy agreement?

### Background and Evidence

The tenant did not provide a copy of the written tenancy agreement. The agent said that this tenancy began on January 1, 2010. The tenant agreed.

As to the tenant's request that I make an order requiring the landlord to comply with the Act, Residential Tenancy Regulation, or the tenancy agreement, the tenant submitted that the landlord repaired a window in his rental unit and sent him the repair bill.

The tenant said that the window in his daughter's bedroom was broken about four months prior, that his daughter failed to mention it to him at the time, and that he informed the landlord of the broken window when he found out.

The tenant submitted that he should not be responsible for the repair to the window, as it was broken from the outside. The tenant submitted further that the rental unit is in a high crime area, where people passing by are violent and break into cars and buildings. The tenant submitted that where his rental unit is located is a high traffic area for the homeless.

The tenant said he has not provided the landlord with a police incident report, as the landlord is entitled to obtain the report through a Freedom of Information request. The tenant said that he provided the police file numbers to the landlord regarding the broken window.

### *Landlord's response –*

Landlord's agent, RM, said that the tenant did not report the broken window, as the caretaker noticed it on his daily check of the building and reported the issue.

The agent submitted that they requested the tenant provide a police report in order to have the charge for the window replacement removed. Despite the requests for the police report, the tenant has refused, telling them they could request the report.

The agent said that they are not entitled to receive the full police report, due to privacy issues, and if they did request and receive one, it would be heavily redacted.

RM said the landlord still stands ready to remove the charge, if the tenant submits a police report regarding the broken window.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Section 62(3) of the Act provides that: “The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.”

The tenant’s application does not set out specifically with what he seeks the landlord to comply. The applicant complains that the landlord is sending him bills for a window replacement. I can reasonably interpret the application to require the landlord be responsible for repairs to the rental unit, as required under section 32(1) of the Act.

The tenant, however, is required to repair damage to the rental unit that is caused by actions or neglect of the tenant or person permitted on the residential property by the tenant, under section 32(3).

In this case, I find the landlord’s request of the tenant for a police report in order to eliminate the tenant as the cause of the damage to be reasonable. I find the tenant’s refusal to request a police report, especially in light of the fact he said he had several instances of communication with the police, to be unreasonable.

I do not find it to be the landlord’s responsibility to request the police report, when there is a great likelihood the report would be heavily redacted.

### Conclusion

In light of the above, I find the tenant submitted insufficient evidence to support his application and it 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: October 14, 2020

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Residential Tenancy Branch