



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MND, MNR, MNDC, MNSD, FF

This is an application filed by the landlord for an order of possession and a monetary order for unpaid rent, for damage to the unit, site or property, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The tenant confirmed receipt of the landlord's notice of hearing package, but not of any photographs. The landlord states that the tenant was personally served with the photographic evidence, but was unable to provide a date of service. During this exchange it was very difficult to understand the landlord. At times, the landlord was confused and contradictory, but could not provide a date of service. Although asked multiple times to provide a date of service for the photographic evidence, the landlord regularly stated yes, I did in person. The landlord clarified that she had an interpreter call in on her behalf earlier. It was explained to the landlord that her "interpreter" did call in, but was unable to provide an explanation of why he was calling in when asked several times who he was and where the landlord was. After repeated attempts to clarify the information on the 10 day notice dated October 15, 2014, the landlord was unable to provide when she served the tenant with the 10 day notice other than to state that she gave it to the tenant in person. The landlord at first answered October 1, 2014. When asked how that was possible, she answered October 31, 2014. The landlord was again asked to clarify her answer as the 10 day notice was dated October 15, 2014. The landlord was asked multiple times to provide a date of when she served the 10 day notice to end tenancy dated October 15, 2014. At this point I determined that it was too difficult to communicate with the landlord and the landlord's application was dismissed with leave to reapply. The landlord was cautioned to make sure she had an interpreter with her if she were to proceed with another application for dispute.

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: December 03, 2014

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Residential Tenancy Branch

