



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes CNR ERP OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for: cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") pursuant to section 46; an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and an order that the landlord make repairs to the rental unit pursuant to section 33.

Both parties attended the hearing and were given an opportunity to testify, present evidence and make submissions with respect to the tenant's application. The landlord was introduced and assisted by an acquaintance to interpret on the landlord's behalf.

Preliminary Matter: Proceeding with Dispute Resolution Hearing – Need for Interpreter

Residential Tenancy Rules of Procedure Rule 6.7 allows that a party to a hearing may be represented or assisted by any other person whose assistance the party requires in order to make his or her presentation including a lawyer, an agent or an interpreter. Because of the informal nature of dispute resolution hearings with an intention to both be accessible and procedurally fair to all parties to the dispute, a party may rely on a family member or another non-licensed interpreter in certain circumstances and with the approval of the arbitrator. However, it became increasingly difficult to communicate with either the interpreter or the landlord during the course of the hearing.

After some attempts to resolve this matter and as a result of the difficulty in understanding the landlord's position in this matter, the tenant requested an adjournment of the hearing to ensure the landlord could have an interpreter that was able to translate effectively. The tenant argued that he could not understand the nature of the landlord's response to his application to cancel the notice to end tenancy. He stated that he was not sure if she understood the offer for settlement he was attempting

to make. The tenant argued that they could not effectively work towards settlement of the matter when constant miscommunications would occur.

Pursuant to Rule 7.8, an arbitrator may adjourn the dispute resolution hearing any time after the start of the hearing. I considered the tenant's request and the criteria that I must consider before granting an adjournment. Ultimately, I granted the adjournment of this hearing based on a variety of considerations. First, I agree with the tenant's submissions that communicating with the landlord or her interpreter was very, very difficult. I find that, with an adjournment of this matter and effective communications at the next hearing, the tenant and landlord may be able to resolve/settle their matter as there was some agreement between the parties when they were able to communicate.

I find that the tenant would not be prejudiced by the adjournment and while the landlord suffers some prejudice as a result of the delay of this matter, she also bears some responsibility for the need for an adjournment based on the unsuitability of the chosen interpreter at this hearing. I find that, overall, an adjournment is required to ensure that the landlord is able to properly communicate her position in a way that is understood by the other party and the decision maker in this matter. When a tenant applies to cancel a notice to end tenancy, the landlord bears the burden of proving the reason (grounds) to end the tenancy. Therefore, this is an opportunity to ensure fairness for the landlord in meeting her burden of proof. Further, I find that the tenant is entitled to understand the case against him (the reasons and the details of the reason for seeking an end to his tenancy).

Conclusion

I Order that a reconvened hearing be scheduled. **Notices of hearing are included with this Interim Decision for Both Parties (Landlord and Tenant).**

I order that no additional evidence/materials will be accepted as evidence after the original hearing date (April 25, 2018).

I order that the landlord have an interpreter present.

Residential Tenancy Branch Rules of Procedure.

For more information see our website at:

www.gov.bc.ca/landlordtenant/

If either party has any questions they may contact an Information Officer with the Residential Tenancy Branch at:

Lower Mainland: 604-660-1020

Elsewhere in BC: 1-800-665-8779

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 26, 2018

Residential Tenancy Branch