



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPUM-DR, FFL

### Introduction

This hearing dealt with the adjourned Direct Request Application by the Landlord filed under the Residential Tenancy Act (the “*Act*”), requesting an order of possession to enforce a 10-Day Notice for Unpaid Rent and Utilities (the Notice) issued on April 13, 2019, for a monetary order for unpaid rent and utilities, and to recover the filing fee paid for this application. The matter was set for a conference call.

Both Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issues to be Decided

- Is the Landlord entitled to an order of possession pursuant to section 55 of the *Act*?
- Is the Landlord entitled to a monetary order for unpaid rent and utilities?
- Is the Landlord entitled to the return of their filing fee?

Preliminary Matter – Interpreter

At the outset of these proceedings, the Landlord requested the use of an interpreter. Rule 6.7 of the Residential Tenancy Rules of Procedure state that a party to a dispute resolution hearing may be represented by an interpreter in order to make their presentation. Additionally, due to the informal nature of dispute resolution process and with the intention of ensuring accessibility and procedural fairness to all parties, an Arbitrator may permit the use of a family member or a non-licensed interpreter to assist a party during the dispute resolution proceedings. It was acknowledged and approved by this Arbitrator that the Landlord would use an unlicensed interpreter for these proceedings. The name of the interpreter is recorded on the style of cause page for this decision.

During these proceedings, it became increasingly difficult to communicate with either the interpreter or the Landlord. Several times during these proceedings, the interpreter and the Landlord would engage in long conversations, in the Landlord's chosen language, this Arbitrator repeatedly interrupted them to request the interpreter provide translation. When asked the interpreter provided an abrupt translation of what had been said, consisting of either one word or one sentence translation in English. When this Arbitrator questioned the short translation to such long conversations, the interpreter stated that she was trying to help the Landlord understand. This Arbitrator advised the interpreter that she should be translating everything the Landlord had stated, not summarizing, and if the Landlord does not understand a line of questioning, she should tell this Arbitrator that and allow this Arbitrator to rephrase the question. However, the interpreter and the Landlord continued to engage in long conversations in the Landlord's chosen language, without providing full translation in English, throughout these proceedings.

It is incumbent on an Arbitrator to ensure that the interpretation on which they rely is accurate, free from any bias, is procedural fair to both parties, and that the interpreter provided has a level of proficiency in both languages sufficient to provide appropriate translation services to the proceedings.

In this case, I am not satisfied that the translator, provided for these proceedings by the Landlord, was accurately translating what was being said during these proceedings to the Landlord or to this Arbitrator and the Tenant. I find this raises a real question as to whether the evidence upon which this Arbitrator must render a decision was an

accurate interpretation of the testimony or that the Tenant had not been prejudiced by inaccurate interpretation to testimony during these proceedings.

Therefore, I find that I must dismiss this application with leave to reapply.

### Conclusion

I dismiss the Application for Dispute Resolution with leave to reapply; however, this does not extend any applicable time limits under the legislation. I have not made any findings of fact or law with respect to the Application.

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: June 25, 2019

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Residential Tenancy Branch