



Civil Resolution Tribunal

Date Issued: March 26, 2024

File: SC-2023-000132

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Mowatt v. Hiebert*, 2024 BCCRT 312

B E T W E E N :

JASPER MOWATT

APPLICANT

A N D :

ADAM HIEBERT

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This is a roommate dispute.
2. Jasper Mowatt says Adam Hiebert failed to return his security deposit for his room rental after he moved out. The applicant claims reimbursement of \$800 for his security deposit.

3. The respondent says the applicant failed to provide adequate notice and left the room unclean and damaged. The respondent says the applicant is not entitled to a refund of his security deposit.
4. The parties are each self-represented.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
7. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.
9. Residential tenancy disputes are generally within the exclusive jurisdiction of the Residential Tenancy Branch (RTB) under the *Residential Tenancy Act* (RTA). However, the RTB declines jurisdiction over roommate disputes like this one. So, I find this dispute falls within the CRT's small claims jurisdiction for debt and damages under CRTA section 118.

Late evidence

10. The applicant provided late evidence in this dispute. The respondent was provided with the late evidence and an opportunity to respond, and did not object to the late evidence. The late evidence consists of a photograph and further written submissions, all of which I find relevant. Most of the submissions were the same as what the applicant provided in his initial and reply submissions. Consistent with the CRT's mandate that includes flexibility, I find there is no actual prejudice to the parties in allowing the late evidence and submissions. I allow the late evidence and submissions as I find them relevant.

ISSUE

11. The issue in this dispute is whether the respondent must reimburse the applicant \$800 for his security deposit.

EVIDENCE AND ANALYSIS

12. In this civil proceeding, the applicant must prove his claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties' submissions and evidence but refer only to what I find necessary to explain my decision. The respondent did not provide any documentary evidence despite being provided the opportunity to do so.
13. Although the respondent initially claimed \$900 for his security deposit refund, in submissions he revised his claim to \$800 because the \$900 originally claimed included CRT fees, which are addressed separately.
14. The applicant rented a room from the respondent in a shared apartment based on a verbal agreement. The parties agreed that the applicant would rent a room for \$1,600 per month exclusive of utilities and other expenses starting on July 1, 2022. The applicant paid half a month's rent, \$800, as a security deposit. None of this is disputed.

15. The respondent says they discussed that they were looking for someone to rent for at least 6 months. However, the respondent did not argue the applicant agreed to a 6-month minimum or fixed rental period. So, I find the parties likely agreed the applicant would rent the room on a month-to-month basis. Both parties also refer to a 1-month notice period in their submissions, so I find the parties also agreed the applicant was required to provide 1-month's notice to end the rental agreement.
16. The applicant says he gave more than 1 month's notice before moving out. He says he gave the respondent notice on July 24, 2022 that he would be moving out mid-August and would pay rent until August 31, 2022. The applicant also says he paid his August 2022 rent in full. For their part, the respondent says the applicant only provided 2 weeks' notice. However, the respondent did not specifically dispute that the applicant gave notice on July 24, 2022 and paid rent until August 31, 2022. The respondent also did not otherwise explain when the applicant provided notice, or say why they only received 2 weeks' notice. So, I find this allegation unproven. I find the applicant likely gave 1 month's notice as required by the parties' agreement.
17. The respondent also says the applicant left his room unclean, with the bedframe drawers detached and broken. The applicant disputes this and says the room was clean and tidy when he moved out. He also provided a photo which shows a tidy room that is empty apart from some bedroom furniture. The photo does not show any visible damage.
18. The respondent says they had to pay a cleaner to clean the room and have someone repair the bed. However, the respondent did not provide any photos or other evidence to show the applicant left the room dirty, or damaged any furniture. The respondent also did not provide any receipts or invoices for any cleaning or repairs costs. So, I find this allegation unproven.
19. The respondent also says the applicant's friend stayed in the apartment unannounced. The applicant disputes this and says the respondent agreed to let his friend stay at the apartment for 2 nights in August 2022, during the applicant's tenancy. The respondent did not allege that the rental agreement included a term

prohibiting the applicant from having a friend stay in the apartment for 2 nights during the applicant's tenancy, or requiring the applicant to obtain the respondent's permission to do so. I find the applicant's friend staying in the apartment for 2 nights does mean the respondent is entitled to keep the applicant's security deposit.

20. I find the evidence does not show the applicant breached the parties' rental agreement in any way. Instead, I find the respondent has not shown they were entitled to keep any portion of the applicant's security deposit. So, I find the respondent breached the parties' agreement by failing to return the applicant's \$800 security deposit after the tenancy had ended. Therefore, I find the respondent must reimburse the applicant \$800 for his paid security deposit.

Interest, CRT fees and expenses

21. The *Court Order Interest Act* applies to the CRT. The applicant is reasonably entitled to pre-judgment interest on the \$800 from August 31, 2022, the date the applicant's tenancy ended, to the date of this decision. This equals \$52.
22. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As the applicant was successful, I find he is entitled to reimbursement of \$125 in CRT fees. Neither party claimed dispute-related expenses.

ORDERS

23. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$977, broken down as follows:
- a. \$800 in damages,
 - b. \$52 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
24. The applicant is entitled to post-judgment interest, as applicable.

25. This is a validated decision and order. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Leah Volkers, Tribunal Member