



# Civil Resolution Tribunal

Date Issued: August 29, 2024

File: SC-2023-007272

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sleeman v. Warren*, 2024 BCCRT 846

**B E T W E E N :**

JAYE SLEEMAN

**APPLICANT**

**A N D :**

GLENN WARREN

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Kate Campbell, Vice Chair

### **INTRODUCTION**

1. This dispute is about rental of an office space.
2. The applicant, Jaye Sleeman, says he rented an office space from the respondent, Glenn Warren. Mr. Sleeman says he rented the office so he could study and take an examination in private. Mr. Sleeman says that about 6 days before the examination, Mr. Warren rented the same office to someone else. Mr. Sleeman says his

belongings were removed, and the new occupant would enter the office and interrupt his studies. Mr. Sleeman says he had to find a different space to take the 2-day long examination, as the office was no longer private. Mr. Sleeman requests a refund of \$598 for 2 months office rent, plus \$625 paid for the alternative examination space.

3. Mr. Warren says Mr. Sleeman rented a desk, and not an office. Mr. Warren also says he did not rent the desk to Mr. Sleeman. Rather, he says Mr. Sleeman rented from the company for which Mr. Warren was an office manager. Mr. Warren says the company wanted to end the rental, but Mr. Sleeman refused. Mr. Warren says there was no written rental agreement, and no contractual term preventing the company from ending the rental. Finally, Mr. Warren says Mr. Sleeman's claim was filed too late.
4. Both parties are self-represented in this dispute.
5. For the reasons set out below, I dismiss Mr. Sleeman's claims.

## **JURISDICTION AND PROCEDURE**

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These are the CRT's formal written reasons.
7. CRTA section 39 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. 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.

8. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

## **ISSUES**

9. The issues in this dispute are:
  - a. Was Mr. Sleeman's claim filed too late?
  - b. Did Mr. Sleeman have an office rental contract with Mr. Warren?
  - c. Is Mr. Sleeman entitled to a rent refund or damages from Mr. Warren?

## **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, Mr. Sleeman, as the applicant, must prove his claims on a balance of probabilities. This means more likely than not. I have read all the parties' evidence and submissions, but refer only to what is necessary to explain my decision.

### ***Limitation Period***

11. As noted above, Mr. Warren says Mr. Sleeman's CRT claim was filed too late.
12. CRTA section 13 says the *Limitation Act* (LA) applies to CRT claims. LA section 6 says the basic limitation period to file a claim is 2 years after the claim is "discovered". At the end of the 2-year limitation period, the right to bring a claim ends, even if the claim otherwise would have been successful.
13. LA section 8 says a claim is "discovered" on the first day the person knew, or reasonably ought to have known, that the loss or damage occurred, that it was caused or contributed to by an act or omission of the person against whom the claim may be made, and that a court or tribunal proceeding would be an appropriate way to remedy the damage.

14. Mr. Sleeman filed his CRT dispute application on July 18, 2023. So, in order to have filed the claim within the 2-year limitation period, he must have discovered the claim no earlier than July 18, 2021.
15. In his dispute application, Mr. Sleeman says he started renting the office in June 2021, and that around July 20, 2021, 6 days before his examination, he found someone else working in the office, and Mr. Sleeman's belongings had been removed. Mr. Sleeman says the next day, Mr. Warren texted demanding that Mr. Sleeman agree to share the office, or else vacate. Mr. Sleeman says he determined that the rented office was unsuitable for his purpose of studying and taking an examination, and the contract was breached. Specifically, Mr. Sleeman says this occurred when Mr. Warren texted on July 23, 2021. In the provided text messages, Mr. Warren wrote that unless Mr. Sleeman agreed to share the office with another person, the lease was terminated and he had to move out the following day or else Mr. Warren would call the police and have Mr. Sleeman arrested.
16. The text messages in evidence are not dated. However, since Mr. Warren has not submitted otherwise, or provided contrary evidence, I accept that the text exchange noted above occurred on July 23, 2021. I accept that this is when Mr. Sleeman's claims arose. Since this happened within 2 years of the July 18, 2023 dispute-filing date, I find Mr. Sleeman's claims are not barred under the LA.

### ***Parties to Contract***

17. Mr. Warren says Mr. Sleeman rented space from Mr. Warren's employer, and not from Mr. Warren. So, Mr. Warren says he is not the proper respondent to this dispute, as he had no contract with Mr. Sleeman.
18. Mr. Sleeman says Mr. Warren was the sole contact for the rental. Based on the text messages and other documents in evidence, I accept that is true. However, the evidence shows that Mr. Sleeman initially inquired about the rental in response to a Craigslist advertisement. That advertisement was titled, "Shared Office in Real Estate Office", and stated, in part:

We are a local RE/MAX Real Estate office and we have an office that is not being used. We are looking for someone who would like to share the space with us.

19. I find this advertisement clearly states that the rental is being offered by RE/MAX, and I note that Mr. Warren's name does not appear. I place significant weight on these facts.
20. The evidence shows that the parties exchanged emails about the potential rental on May 23 and 24, 2021. The signature line of Mr. Warren's May 24, 2021 email provides his email address as "@remax.net". The body of the email instructs Mr. Sleeman to "go to the REMAX office when you arrive" to get a key from C.
21. Mr. Sleeman says Mr. Warren never disclosed that he was acting on behalf of RE/MAX when he rented the office to Mr. Sleeman. I do not agree. Rather, I find the advertisement's wording, and the references to RE/MAX in the May 24 email, including the direction to obtain the key from RE/MAX, indicate that Mr. Warren was acting on behalf of RE/MAX.
22. Mr. Sleeman also provided a copy of a lease agreement that Mr. Sleeman signed. The agreement is undated, but has a "rent start date" of June 1, 2021. Mr. Sleeman says the lease is unenforceable, because Mr. Warren did not sign it, and there is no other landlord signature. Mr. Warren did not dispute this, so I accept that the written lease is unenforceable. However, I find the text of the lease document indicates that Mr. Warren was not renting the space in his personal capacity, but rather on behalf of RE/MAX. I find this because the lease has the RE/MAX name and logo on the bottom, and more importantly, because under "landlord", there are 2 check box options: RE/MAX City Realty and RE/MAX Progroup Realty. I acknowledge that neither of these 2 boxes are checked. However, I find this wording on the lease clearly indicates that RE/MAX was offering the rental space, and would be the landlord, and not Mr. Warren.

23. This finding is also supported by the fact that lease agreement's signature line says "Renter signature", which Mr. Sleeman signed, and "Glenn signature", which is unsigned. I find that if Mr. Warren had been renting the space in his personal capacity, rather than on behalf of RE/MAX, Mr. Warren's surname would likely appear on the lease.
24. Mr. Sleeman signed the lease, which indicates that he read it, even if it is not enforceable. Based on the references to RE/MAX in the lease document, and the fact that Mr. Warren's surname does not appear on the lease, I find it was reasonable for Mr. Sleeman to conclude he were renting the space from RE/MAX, and not from Mr. Warren personally.
25. Finally, Mr. Warren provided copies of e-transfer confirmations for the 2 rent payments Mr. Sleeman made, in June and July 2021. These confirmations show that both rent payments were made to "Hi City Realty Ltd." Mr. Sleeman says Hi City Realty Ltd. was a company he were not familiar with, and he simply paid the entity that Mr. Warren directed them to pay. I accept this as true, but I find the fact that the rent was paid to a realty company, and not to Mr. Warren personally, does not support the conclusion that Mr. Warren was renting out the office in his personal capacity.
26. For all these reasons, I find Mr. Sleeman has not met the burden of proving that Mr. Warren was a party to the rental contract. Rather, I find the evidence supports the conclusion that the office space was rented out by a realty company, operating as RE/MAX.
27. Since Mr. Warren was not a party to the contract, I find he is not liable for damages for breach of that contract.

### ***Interference with Contract***

28. In his submissions, Mr. Sleeman argued that Mr. Warren is liable for tortious interference with a contract. I note that this claim was not raised in the dispute application. In any event, I find it does not apply here. Tortious interference occurs

when someone intentionally interferes with a contract between 2 other parties, leading to a breach of that contract.

29. The law of agency applies when a principal gives authority to an agent, in this case Mr. Warren, to enter into a contract with third parties, such as Mr. Sleeman, on the principal's behalf. So long as the agent discloses that they are acting as an agent for the principal, the agent will not generally be liable under a contract they make between the principal and a third party (*Keddie v. Canada Life Assurance Co.*, 1999 BCCA 541).
30. Based on the wording of the Craigslist advertisement, emails, lease agreement, and rent payment notifications described above, I find Mr. Warren sufficiently disclosed he was acting as RE/MAX's agent in the rental transaction.
31. So, I find Mr. Warren is not liable for tortious interference with the rental contract.

### ***Evidence of Damages***

32. Even if I had found Mr. Warren liable for breach of contract or interference with the contract, I would not have awarded the full amount of Mr. Sleeman's claimed damages. Mr. Sleeman claimed \$625 in rent for an alternative office space. However, Mr. Sleeman provided no evidence that he rented another space, and no evidence of how much rent he paid, if any.
33. Also, Mr. Sleeman claimed a refund of all rent paid for June and July 2021. However, Mr. Sleeman submitted that he used the office space without interference from June 1 to around July 20, 2021. So, I would not have ordered a refund of all rent paid.
34. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Mr. Sleeman was unsuccessful, I dismiss his claim for reimbursement of CRT fees. Mr. Warren is the successful party. He paid no CRT fees and claims no dispute-related expenses, so I order no reimbursement.

**ORDER**

35. I dismiss Mr. Sleeman's claims.

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Kate Campbell, Vice Chair