



Civil Resolution Tribunal

Date Issued: December 17, 2024

File: SC-2024-000525

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Laurinavičius v. Bargado*, 2024 BCCRT 1281

B E T W E E N :

JUSTAS LAURINAVIČIUS

APPLICANT

A N D :

CHERRY MOTIL BERGADO

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr, Vice Chair

INTRODUCTION

1. This is a dispute between former roommates. The applicant, Justas Laurinavičius, says that the respondent, Cherry Motil Bergado, owes him \$750 for a damage deposit, \$400 as partial rent for December 2023, and \$200 for a key fob deposit. The applicant says the respondent must pay him double these amounts because they did not pay within 15 days after he moved out. So, he claims \$2,700.

2. The respondent admits they owe the applicant \$1,350, but not \$2,700. They say that they need more time to pay.
3. The parties are each self-represented.

JURISDICTION AND PROCEDURE

4. 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 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness.
5. 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. In some respects, both sides to this dispute question the credibility, or truthfulness, of the other. However, in the circumstances of this dispute, it is not necessary for me to resolve the credibility issues that the parties raised. There is no other compelling reason for an oral hearing, especially considering the CRT's mandate to provide proportional and speedy dispute resolution. I therefore decided to hear this dispute through written submissions.
6. CRTA section 42 says the CRT may accept as evidence any information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.
7. Where permitted by CRTA section 118, in resolving this dispute the CRT may order a party to pay money or to do or stop doing something. The CRT's order may include any terms or conditions the CRT considers appropriate.
8. In the filed Dispute Notice, the applicant's last name is spelled "Laurinavius" without the "č". His name includes the "č" everywhere else in the materials, including his

own submissions, so I infer this was a technological glitch because of the accent. So, I have used “Laurinavičius” in the style of cause.

ISSUE

9. The issue in this dispute is how much the respondent owes the applicant.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant must prove his claims on a balance of probabilities. This means more likely than not. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
11. The important facts are undisputed. The applicant and his girlfriend moved into the respondent's apartment on July 1, 2023. The living situation was turbulent, and they moved out on November 30, 2023. I find it unnecessary to describe the parties' various disagreements during their time living together.
12. The applicant paid the respondent \$200 for a fob key deposit, \$400 towards December 2023 rent, and a \$750 damage deposit. The respondent was supposed to pay this all back, but never did.
13. The respondent acknowledges they owe the \$1,350 but says they are unable to repay the money because of financial difficulties. However, the respondent is legally required to repay the debts even if they do not have the money right now. In other words, the applicant is entitled to an order that the respondent repay the money they owe.
14. The only question is whether the applicant is entitled to double. He refers to a page from the Residential Tenancy Branch's website where it says a landlord may have to pay a tenant double if they do not pay a damage deposit within 15 days. However, that penalty is found in section 38(6(b)) of the *Residential Tenancy Act*, which does not apply to claims between roommates. The parties' written agreement required the respondent to repay the damage deposit within 7 days (not 15), but

does not provide for a penalty if the respondent failed to do so. I find that the applicant has not proven he is entitled to double the amount owed.

15. I order the respondent to pay the applicant \$1,350.
16. The applicant asks for 5% monthly interest on the unpaid amount. However, in the absence of an agreement about interest, the *Court Order Interest Act* applies. The BC Supreme Court sets the rate for pre-judgment and post-judgment interest. The amount of pre-judgment interest on the debt from December 1, 2023, to the date of this decision is \$71.80. The applicant is also entitled to post-judgment interest under the *Court Order Interest Act* until the debt is paid.
17. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. The applicant was partially successful, so I find he is entitled to reimbursement of half of his \$125 in CRT fees, which is \$62.50.

ORDERS

18. Within 30 days of this decision, I order the respondent to pay the applicant a total of \$1,484.30, broken down as follows:
 - a. \$1,350 in debt,
 - b. \$71.80 in pre-judgment interest, and
 - c. \$62.50 for CRT fees.
19. The applicant is entitled to post-judgment interest, as applicable.

20. This is a validated decision and order. Under CRTA section 58.1, 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.

Eric Regehr, Vice Chair