



DEFAULT DECISION AND ORDER

(This shaded box is for CRT use only)

DISPUTE NUMBER: SC-2023-008179

DISPUTE AREA: Small Claims

DATE OF DECISION: April 23, 2024

TRIBUNAL MEMBER: Kristin Gardner

Enter the names of all applicants and respondents, exactly as they appear on the Dispute Notice. Separate names with a comma (for example, "John Doe, Jane Doe").

* **BETWEEN APPLICANT(S):** HARJINDER PAUL KHOTA

* **AND RESPONDENT(S):** IAN RANDELSOME

Part A: Monetary Claims and Orders

You can only claim what's in the Dispute Notice. Don't add new claims. You can enter a lower amount than you claimed in the Dispute Notice, but not a higher amount. Don't include your CRT fees and dispute-related expenses in your claim totals – enter those in Part C of this form.

Description	Claim Amount (\$)	<i>(CRT use only)</i> Order Amount (\$)
* Claim 1 summary (enter the Claim Summary from the Dispute Notice): rent \$384.30, mattress \$750.00, tv \$200.00, blinds \$99.00, 2 closet doors, \$160.00, end table \$50.00, lamp \$20.00, stand \$50.00, bedframe \$80.00, fan \$35.00 paint and primer \$275.00 cleaning fee \$1250.00 dump fee \$275.00 loss wages \$ 1200.00 loss rental \$1000.00 gas \$150.00 labor \$750.00 please note I have prorated the item costs on furniture. the total listed is \$6683.30 but will accept the max and take the loss	\$ 5000.00	\$ 4,349.31
Claim 2 summary (enter the Claim Summary from the Dispute Notice): ----- ----- -----	\$ _____	\$ _____



Part B: Non-Monetary Claims and Orders

You can only claim what’s in the Dispute Notice. Don’t add new claims or use this space to explain more about your claims. If you filled out Part A (Monetary Claims), don’t add the same claims here.

Description

Claim 1 summary of what you want the respondent(s) to do or stop doing (enter the short Requested Resolution from the Dispute Notice):

If you named more than 1 respondent in your dispute, which respondent is this claim for?

Why do you want them to do or stop doing this (maximum 100 characters)?

Claim 2 summary of what you want the respondent(s) to do or stop doing (enter the short Requested Resolution from the Dispute Notice):

If you named more than 1 respondent in your dispute, which respondent is this claim for?

Why do you want them to do or stop doing this (maximum 100 characters)?

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CRT Decision on Non-Monetary Order:



Part C: Dispute-Related Fees and Expenses

You can claim CRT filing fees and reasonable dispute-related expenses you paid to prepare for the CRT process. Generally, the CRT won't order reimbursement of fees paid to a lawyer or other representative or for your time spent dealing with the dispute.

If you're claiming more than \$50, include receipts. But you don't need to include receipts for CRT fees.

Description	Expense Amount (\$)	(CRT use only) Order Amount (\$)
Fees paid to the CRT. <i>(You don't need to include receipts for these.)</i>	\$ 150	\$ 150.00
Service fees, if you served the Dispute Notice yourself. For example, fees for registered mail or a courier.	\$	\$
Total cost of expert reports to support your claim. <i>(Include the reports with your form.)</i>	\$	\$
Other dispute-related expenses <i>(briefly describe the expenses and how they relate to your dispute):</i>	\$	\$
Total amount of claimed fees and expenses.	\$ 150	\$ 150.00

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CRT Decision on Dispute-Related Fees and Expenses: \$ 150.00



Part D: Interest		
Description	Interest	(CRT use only) Interest Order
<input type="checkbox"/> Check this box if you waive interest. If you check this box, don't enter anything else in this Part.		
The interest accrual date. In the Dispute Notice, this is the line " <i>When interest started applying to the amount owing</i> ".	Date: August 19, 2023	
Contractual interest rate. Enter this if you agreed to a specific interest rate in a contract or agreement with the respondent(s), and only if you claimed this rate in the Dispute Notice. In the Dispute Notice, this is the line " <i>Annual rate of interest agreed to in your contract</i> ".	%	%
If you haven't waived interest and didn't agree to a specific interest rate in a contract or agreement with the respondent(s), the CRT will calculate interest according to the Court Order Interest Act .		
Principal amount owing as of the Dispute Notice date, not including interest.	\$ 5000.00	\$ 4,349.31
<i>(This shaded line is for CRT use only)</i> Amount of contractual interest, from the date interest arose to the date of this decision.	\$	
<i>(This shaded line is for CRT use only)</i> Amount of court-ordered interest, from the date interest arose to the date of this decision.	\$ 150.27	
<i>(This shaded box is for CRT use only)</i> <div style="text-align: right;"> CRT Decision on Total Interest Amount: \$ 150.27 </div>		

Part E: Total Monetary Order
<i>(This shaded box is for CRT use only)</i> <div style="text-align: right;"> CRT Total Monetary Order Amount: \$ 4,649.58 </div>
The applicant is also entitled to post-judgment interest as provided under the <i>Court Order Interest Act</i> .



CRT Default Decision and Order

The applicant applied for small claims dispute resolution with the Civil Resolution Tribunal (CRT or tribunal) and requested a default decision and order of the tribunal. The following is the CRT's Default Decision and Order.

CRT DECISION

Proof of Notice:

1. A respondent must respond to a Dispute Notice within 14 days of receiving the Dispute Notice, as indicated on the Dispute Response Form, or as permitted by the CRT. A respondent served outside of British Columbia has 30 days to respond, instead of 14 days.
2. Having reviewed the evidence, I am satisfied that the respondent received the Dispute Notice and did not respond to it by the deadline set out in the CRT's rules. This means the respondent is in default, as defined in section 1(1)(a) of the *Civil Resolution Tribunal Act* (CRTA).

Jurisdiction:

3. The CRT's small claims jurisdiction is set out under CRTA section 118. The applicable CRT rules are those in place at the time the Dispute Notice was issued.
4. The CRT will make a binding decision without the participation of the respondent. The CRT will send the parties a copy of the final decision and order.
5. Where permitted under 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 tribunal considers appropriate.

Decision:

6. Liability is generally assumed in default decisions, and as the respondent has not participated in the dispute, I find in favour of the applicant. However, in non-debt claims like this one, the applicant must still prove that they are entitled to the requested remedies.



7. I accept that the applicant rented out a room in their townhouse to the respondent, and that they gave the respondent notice to move out by July 15, 2023, as the applicant stated. As the respondent is in default, I also accept the applicant's statement that the respondent refused to leave until approximately one week into August 2023, and that they left the premises in an unreasonably dirty condition. The applicant claims \$6,683.30 for lost rental income, damaged furniture, paint, cleaning expenses, lost wages, gas, and labour, but expressly limits their claim to the CRT's \$5,000 small claims monetary limit.
8. Based on invoices provided, I accept that the applicant spent \$2,599.31 to clean and paint the townhouse after the respondent moved out. This includes the paint and primer costs, labour, dump fees, and cleaning fees. I order the respondent to reimburse the applicant for those costs.
9. An invoice for "junk removal" indicates that a \$1,000 mattress was removed, among other unspecified items. Based on that statement, I accept the applicant's \$750 claim to replace a mattress the respondent damaged. However, the applicant did not provide any supporting evidence that the respondent also damaged a television, end table, lamp, stand, bedframe, fan, and closet doors, or any supporting evidence of those items' alleged replacement cost. So, I find those claims are unproven.
10. The applicant also did not explain or provide any supporting evidence of their claim for \$1,200 in lost wages and \$150 for gas. So, I find those claims unproven.
11. The applicant provided a tenancy agreement showing they had arranged for new tenants to move into the townhouse as of August 1, 2023. The agreement stated that rent for the townhouse was \$3,200 per month. Given the respondent failed to move out before August 1 and the applicant had to clean and paint the townhouse after the applicant left, I accept that the applicant likely lost the claimed \$1,000 in rental income from the new tenants.
12. While I accept that the respondent likely did not pay full rent after July 15, 2023, the applicant did not provide any supporting evidence about the respondent's rent to prove the other \$384.30 claim for lost rent. Further, I find it would result in double recovery if the applicant was awarded both lost rent from the new tenants and lost rent from the respondent for the same period. Overall, I find the applicant has not established entitlement to further lost rent.



13. In summary, I find the applicant is entitled to \$2,599.31 for cleaning and painting, \$750 for a damaged mattress, and \$1,000 in lost rental income. This totals \$4,349.31
14. The applicant is also entitled to their paid CRT fees and pre-judgment interest, as set out in the preceding pages.

CRT ORDER

15. In accordance with the CRTA and the CRT'S rules, further to the decision set out above, I order the respondent to immediately pay the applicant the amounts set out in the preceding pages. The applicant is also entitled to post-judgment interest.
16. This is a validated decision and order. Under CRTA section 58.1, the applicant can enforce this order by filing a copy of it in the Provincial Court of British Columbia. When you file a CRT order with the Provincial Court, the order has the same force and effect as if it were a judgment of that court.

Kristin Gardner, Vice Chair