



# Civil Resolution Tribunal

Date Issued: February 21, 2020

File: SC-2019-006429

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Parmar v. Sekhon*, 2020 BCCRT 205

BETWEEN:

SATBIR PARMAR

**APPLICANT**

AND:

NAVDEEP SEKHON and JASBIR SEKHON

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Eric Regehr

### INTRODUCTION

1. The applicant, Satbir Parmar and KP, who is not a party to this dispute, are the registered owners of an undivided half interest in a residential investment property (property). They hold half of their interest in the property as bare trustees for the respondent, Jasbir Sekhon. The other respondent, Navdeep Sekhon, is Mr.

Sekhon's son. AJ, who is not a party to this dispute, owns the other undivided half interest in the property.

2. The applicant brought a total of 5 monetary claims against the respondents because he says that the respondents collected rent from tenants and failed to give the applicant his share. These claims totaled \$1,933.54. The applicant also asked for an order that the respondents remove themselves from existing tenancy agreements and stop collecting future rents.
3. According to the parties' submissions, they have resolved all the applicant's monetary claims except his claim for reimbursement of tribunal fees. The parties also did not resolve the applicant's request for an order about the respondents' future conduct.
4. The parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

5. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
6. The tribunal has discretion to decide the format of the hearing, including in writing, by telephone, videoconferencing, or a combination of these. I am satisfied an oral hearing is not required as I can fairly decide the dispute based on the evidence and submissions provided.
7. Under section 10 of the CRTA, the tribunal must refuse to resolve a claim that it considers to be outside the tribunal's jurisdiction. A dispute that involves some

issues that are outside the tribunal's jurisdiction may be amended to remove those issues.

8. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
9. Where permitted by section 118 of the CRTA, in resolving this dispute the tribunal may order a party to pay money or to do or stop doing something. The tribunal's order may include any terms or conditions the tribunal considers appropriate.

## **ISSUES**

10. As mentioned above, the parties reached an agreement on most of the applicant's claims prior to this adjudication. I find that the resolved claims are not before me.
11. The outstanding issues in this dispute are:
  - a. Does the tribunal have jurisdiction over the applicant's claim to order the respondents to stop entering into any future tenancy agreements?
  - b. If so, what order is appropriate?

## **EVIDENCE AND ANALYSIS**

12. In a civil claim such as this, the applicant must prove his case on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain and give context to my decision.
13. The applicant claims that in April 2019, the respondents took over the management of renting the property, contrary to the agreement between the property's owners. The applicant says that Navdeep Sekhon is listed as the landlord on 2 tenancy agreements even though he has no legal or beneficial interest in the property. The

applicant says that this is improper as only the registered owners of the property should be entering into tenancy agreements. The applicant essentially wants an order that will force the respondent to comply with how the applicant says the parties previously agreed to manage the property.

14. The respondents say that they took over the rental process at the other owner AJ's request. The respondents say that the applicant agreed to this. In any event, the respondents say that they would agree to some changes in how the property is managed, but not everything the applicant wants.
15. Neither party raised the issue of whether the tribunal has jurisdiction to make the applicant's requested order. I gave the parties the opportunity to make submissions about jurisdiction. Only the applicant did so.
16. As mentioned above, the tribunal's small claims jurisdiction is set out in section 118 of the CRTA. The tribunal only has jurisdiction over the following small claims:
  - a. Debt or damages;
  - b. Recovery of personal property;
  - c. Specific performance of an agreement relating to personal property or services; and
  - d. Relief from opposing claims to personal property.
17. The applicant submits that the tribunal has jurisdiction to make the requested order under sections 118(a), (b) and (c) of the CRTA. The applicant says that the respondents breached the parties' agreement, and the breach will not be corrected unless the respondents remove their names from existing tenancy agreements and stop collecting rent. The applicant says that the requested order will prevent a similar situation happening again.
18. With respect to section 118(a) of the CRTA, a claim for debt or damages is a claim that reimburses a party for past losses. As mentioned above, the parties have

already resolved the applicant's claims for past losses. I find that preventing hypothetical future losses is not captured by section 118(a).

19. Sections 118(b) and (c) of the CRTA both refer to "personal property". The legal meaning of "personal property" is all property other than land and buildings, or real property. I find that there is nothing in the applicant's claim that relates to the return of any personal property, so section 118(b) does not apply.
20. Under section 118(c), an order for specific performance means an order that a party fulfill the terms of an agreement. I find that the applicant's claim is about an agreement about how to manage the rental of the property, which is real property. I find that there is no dispute about an agreement for personal property or services. I find that the tribunal does not have jurisdiction to order specific performance of an agreement relating to real property. In light of this finding, I make no comment about whether the applicant's interpretation of the parties' agreement is correct.
21. I therefore find that the applicant's claim for an order removing the respondents from existing tenancy agreements and preventing the respondents from collecting rent is outside the tribunal's jurisdiction. I refuse to resolve this claim.
22. I note that the applicant raised section 92 of the CRTA in his submissions. Section 92 of the CRTA makes it an offence to provide the tribunal with false or misleading information. I find that this issue was not properly raised in the applicant's Dispute Notice. That said, under the *Provincial Court Act*, a judge of the BC Provincial Court has jurisdiction over offences under section 92 of the CRTA because conviction carries the possibility of imprisonment. Even if the applicant had raised this claim in his Dispute Notice, I would have refused to resolve it.
23. This leaves the applicant's claim for tribunal fees. Under section 49 of the CRTA and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. According to the applicant, the respondents paid the amounts owing in full, but only after the applicant started this dispute. On the other hand, the

applicant's remaining claim was outside the tribunal's jurisdiction. I find that the applicant was partially successful so I order the respondents to reimburse the applicant for half of his \$125 in tribunal fees, which is \$67.50. The applicant did not claim any dispute-related expenses.

## **ORDERS**

24. Within 28 days of the date of this order, I order the respondents to pay the applicant \$67.50 in tribunal fees.
25. I refuse to resolve the applicant's claim for an order that the respondents be removed from any tenancy agreements and stop collecting rent.
26. Under section 48 of the CRTA, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.
27. Under section 58.1 of the CRTA, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

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Eric Regehr, Tribunal Member