



# Civil Resolution Tribunal

Date Issued: July 14, 2020

File: SC-2019-009915

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Andrianko v. 1035483 B.C. Ltd.*, 2020 BCCRT 784

BETWEEN:

IVAN ANDRIANKO

**APPLICANT**

AND:

1035483 B.C. LTD. and Denise Brennan

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Rama Sood

## INTRODUCTION

1. This small claims dispute is about the refund of a damage deposit. The applicant, Ivan Andrianko, says the respondents, 1035483 B.C. Ltd. and Denise Brennan, owe him \$2,970 for a damage deposit. The respondents say late fees should be deducted from the deposit because Mr. Andrianko was late paying some invoices.

2. Mr. Andrianko is self-represented. Ms. Brennan represents herself and 1035483 B.C. Ltd.

## **JURISDICTION AND PROCEDURE**

3. 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). 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, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
4. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions because I find that there are no significant issues of credibility or other reasons that might require an oral hearing.
5. The CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
6. 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.

## **ISSUES**

7. The issues in this dispute are whether Mr. Andrianko is entitled to the return of the damage deposit and if so, whether there should be any deductions for late fees.

## EVIDENCE AND ANALYSIS

8. In a civil claim such as this, Mr. Andrianko bears the burden of proof, on a balance of probabilities. I have only referenced the evidence and submissions as necessary to give context to my decision. I note the respondents did not submit any evidence, despite being given the opportunity to do so.
9. The following facts are undisputed:
  - a. Mr. Andrianko rented space in a “co-working venue” from 1035483 B.C. Ltd. from April 2019 to July 2019.
  - b. Mr. Andrianko paid a \$2,970 damage deposit at some point.
  - c. Mr. Andrianko was late paying some of 1035483 B.C. Ltd.’s invoices and incurred \$559.22 in late fees which are deductible from the damage deposit.
  - d. \$2,410.78 of the damage deposit remains owing to Mr. Andrianko.
10. The parties disagreed about the amount of the late fees and how they were calculated. However, I find this is no longer relevant since Mr. Andrianko and 1035483 B.C. Ltd. now agree that the late fees are \$559.22 as mentioned above.
11. Mr. Andrianko says that Ms. Brennan was supposed to return the damage deposit to him. He did not state if he meant Ms. Brennan as a director of 1035483 B.C. Ltd. or in her personal capacity. Since Mr. Andrianko admits that he rented the premises from 1035483 B.C. Ltd., 1035483 B.C. Ltd. acknowledges that it owes money to Mr. Andrianko, and 1035483 B.C. Ltd. tried to refund a portion of the damage deposit to Mr. Andrianko, I find that Mr. Andrianko paid the damage deposit to 1035483 B.C. Ltd, not to Ms. Brennan in her personal capacity. As such I find that 1035383 B.C. Ltd. must refund the balance of the damage deposit to Mr. Andrianko. After deducting the late fees, I find 1035483 B.C. Ltd. owes Mr. Andrianko \$2,410.78 for the balance of the damage deposit.

12. As mentioned above, the burden is on Mr. Andrianko to prove his claim. I dismiss Mr. Andrianko's claims against Ms. Brennan because I find he has not met this burden.
13. The *Court Order Interest Act* applies to the CRT. Mr. Andrianko is entitled to pre-judgment interest on the damage deposit from September 5, 2019, the date of his email demanding payment, to the date of this decision. This equals \$39.05.
14. 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. I see no reason in this case not to follow that general rule. I find Mr. Andrianko is entitled to reimbursement of \$175 in CRT fees. He did not claim dispute-related expenses.

## **ORDERS**

15. Within 14 days of the date of this order, I order 1035483 B.C. Ltd. to pay Ivan Andrianko a total of \$2,624.83, broken down as follows:
  - a. \$2,410.78 in debt,
  - b. \$39.05 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$175 in CRT fees.
16. The applicant is entitled to post-judgment interest, as applicable.
17. Under section 48 of the CRTA, the CRT 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 CRT's final decision.
18. The Minister of Public Safety and Solicitor General has issued a Ministerial Order under the *Emergency Program Act*, which says that tribunals may waive, extend or

suspend a mandatory time period. The CRT can only waive, suspend or extend mandatory time periods during the declaration of a state of emergency. After the state of emergency ends, the CRT will not have this ability. A party should contact the CRT as soon as possible if they want to ask the CRT to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

19. 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. A CRT 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 CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

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Rama Sood, Tribunal Member