



# Civil Resolution Tribunal

Date Issued: November 2, 2020

File: SC-2020-001969

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cederholm v. Cederholm*, 2020 BCCRT 1235

BETWEEN:

TANYA CEDERHOLM

**APPLICANT**

AND:

JAMIE CEDERHOLM

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Chad McCarthy

## INTRODUCTION

1. This is a dispute between housemates. The applicant, Tanya Cederholm, says the respondent, Jamie Cederholm, failed to pay for her share of rent, utilities, and cleaning costs, and failed to pay back a loan, equipment costs, and educational course costs. Tanya Cederholm claims a total of \$4,620.57 for these debts. Jamie

Cederholm agrees she is responsible for an unspecified amount for utility payments and courses, but denies owing anything else.

2. Both parties are self-represented in this dispute. To avoid confusion, and intending no disrespect, I will refer to the parties by their first names, since their last names are identical.

## **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. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Although the parties' submissions each call into question the credibility of the other party in some respects, the credibility of interested witnesses cannot be determined solely by whose personal demeanour in a proceeding appears to be the most truthful. The most likely account depends on its harmony with the rest of the evidence. Further, in the decision *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always needed where credibility is in issue. Keeping in mind that the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
5. Section 42 of the CRTA says 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.
7. The CRT does not generally take jurisdiction over residential tenancy disputes, which are decided by the Residential Tenancy Branch (RTB). However, based on the evidence before me, I find the tenancy-related claims in this dispute are essentially a “roommate dispute.” I find the Residential Tenancy Act does not apply to these tenancy-related claims because the RTB refuses jurisdiction over roommate disputes. So, I this dispute falls within the CRT’s small claims jurisdiction under section 118 of the CRTA, which covers debt and damages.

## **ISSUE**

8. The issue in this dispute is whether Jamie owes Tanya for rent, utilities, loans, and other expenses, and if so, how much?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, Tanya, as the applicant, bears the burden of proving her claims on a balance of probabilities. I have read all the submitted evidence, but I refer only to the evidence I find relevant to provide context for my decision.
10. Tanya says that she and Jamie were “raised like sisters,” although their relationship is unclear on the evidence and arguments before me. Regardless, it is undisputed that Jamie and her son came to stay with Tanya and her 2 children at Tanya’s rented condo in March 2019. Sometime shortly after, although the parties do not say when, Tanya, Jamie, and their children moved into a rented house together. There is no lease agreement in evidence, but I find that a September 3, 2019 receipt shows that Tanya paid \$2,875 for September 2019 monthly rent at the house. From the evidence and arguments, I find that Tanya likely rented the house in her name, and I find that Jamie agreed to reimburse Tanya for half the monthly rent and utilities.

11. Tanya says that sometime before or around September 2019, after some disagreements, she and Jamie discussed breaking the house lease and each finding their own place to live. Around this time, there was a heated incident between the parties, which Tanya says occurred “one day in August,” although the parties do not say exactly when. Following the incident, Jamie says the parties agreed that it would be best if they found their own residences, and says she gave Tanya 1 month notice that she was moving out. Tanya denies receiving such notice, and says that Jamie moved out at the end of September 2019 without any notice, leaving her to pay rent on her own. Tanya says the house owner agreed to terminate the lease at the end of October 2019.
12. Tanya says Jamie still owes her for October 2019 rent, plus utilities, and cleaning costs. Tanya also claims reimbursement for equipment and courses she says she purchased for Jamie, and money she says she loaned to Jamie. I note that Tanya’s arguments do not provide a clear breakdown of how she arrived at the claimed total of \$4,620.57. Regardless, I will consider each claimed debt below.

### ***Rent and Loan***

13. Jamie says, and Tanya does not directly dispute, that Jamie paid her share of September 2019 rent. But Tanya argues that Jamie did not give any notice that she was moving out. I infer from the evidence that Tanya seeks additional rent for October 2019, the month after Jamie moved out. I acknowledge that in a comment about a piece of evidence, Tanya calculated the rent allegedly owing to be \$1,587.50, which she says was the total rent owed by Jamie while they lived at the house minus the total amount Jamie paid for rent. However, I find there is no evidence showing how much Jamie paid for rent, and the parties do not directly allege that she failed to pay for rent before October 2019. So, I will consider whether Jamie owed and paid for her share of October 2019 rent.
14. As noted, there is no house lease agreement in evidence. I also find there is no written roommate or cost-sharing agreement between the parties in evidence, although I found above that the parties agreed to split the rent and utilities at the house. I also

find that there was no agreement about how much notice either party needed to give the other before moving out. In all the surrounding circumstances at the time, I find that each party was required to give a reasonable amount of notice before moving out.

15. Here, Jamie says she gave 1 month's notice, shortly after the heated incident between the parties, which I infer she gave orally rather than in writing. Tanya admits that she received notice by text message that Jamie's children were moving out at the end of September. Tanya also says she has text messages from Jamie confirming that Jamie was staying, but I find the text messages in evidence do not say that. Tanya does not explain why she failed to provide the alleged text messages showing that Jamie was staying. Having weighed the evidence before me, I find it is more likely than not that Jamie gave Tanya reasonable advance notice that she and her children were moving out.
16. Tanya also says that she loaned Jamie money for dumping costs when cleaning their house. There are text messages in evidence showing the parties discussed Tanya loaning Jamie up to \$40 for this purpose. However, I find the text messages do not show that Tanya confirmed that she would loan Jamie any amount. Further, I find there is no evidence before me, such as receipts, IOUs, bank statements, or bank machine slips, showing that Tanya gave any money to Jamie.
17. Tanya says that Jamie agreed to start paying Tanya back in October 2019 after she received wages at a new job, and that they arranged to meet to discuss amounts owing. I find text messages in evidence show the parties discussed drawing up a "promissory note" involving "lists" and receipts, but do not show the purpose of the proposed note and or the amounts involved. Importantly, I find none of the evidence shows that Jamie agreed to pay Tanya back for rent or a dumping cost loan.
18. I find that Tanya has not met her burden of showing that she lent any amount to Jamie for dumping costs, or that Jamie owed an amount for unpaid rent because she gave insufficient notice that she was leaving. I dismiss those claims.

## ***Utilities***

19. In her submissions, Jamie says, “I do agree on a share of the utilities,” but she does not identify which of the submitted utility invoices she is responsible for sharing. Tanya essentially seeks payment of half of each submitted invoice. Jamie does not deny, and I find, that Tanya paid the house utility invoices addressed to Tanya or her company, Infinity Medic Services Ltd. (Infinity).
20. Jamie says that after a while her son moved out of the house and she shared less than half its living space, so she should only pay  $\frac{1}{4}$  of the utilities. However, Jamie also admits that the parties did not agree to revise the utility payment responsibilities. So, I find that Jamie remained responsible for half of the utilities.
21. The utility invoices include a November 6, 2019 electricity bill for \$411.03. However, I find this bill includes charges both from when Jamie resided at the house, and for dates in October 2019 and November 2019, when I find she no longer lived at the house and was no longer responsible for utilities. There is no breakdown of the amounts charged before and after Jamie moved out. On a judgment basis, I find that the electricity consumed until Jamie moved out at the end of September 2019 likely totalled \$300, so I find Jamie owes  $\frac{1}{2}$  that amount, which equals \$150.
22. There is also a \$537.50 invoice dated October 7, 2019 for pool maintenance and pool closure costs, addressed to Tanya at the house. I find Jamie owes Tanya half of this amount, which equals \$268.75.
23. Tanya submitted a June 10, 2019 gas bill for \$79.38, which I find is for Tanya’s condo and not the house shared with Jamie. I find there is no evidence showing that Jamie agreed to pay utility bills while staying at Tanya’s condo, so I dismiss Tanya’s claim for half of this bill.
24. Tanya also submitted 2 quarterly water and sewage invoices for the house. One invoice was for the period October 1, 2019 to December 31, 2019, which falls after Jamie moved out and was no longer responsible for utilities, so I find Jamie owes nothing for it. The other invoice was for the period July 1, 2019 to September 30,

2019, and also included an unpaid balance from previous periods. Importantly, the invoice was addressed to two individuals, AR and MR, at an address outside of BC. Tanya says the parties were responsible for these bills, but I find there is no evidence before me showing that Tanya agreed to pay for these water and sewage bills, which were not addressed to her. Further, I find there is no evidence showing that Tanya actually paid any amount for these water and sewage invoices, such as receipts, bank or credit card statements, or confirmations from AR and MR. I find Tanya has not met her burden of demonstrating that she owed, or paid, any amount for water and sewage, so I dismiss her claim for water and sewage costs.

### ***Cleaning Costs***

25. Tanya submitted a receipt showing that she paid \$420 to a carpet cleaning company on or around June 4, 2019. Although Tanya did not address this amount in her arguments, she provided a comment about the cleaning receipt, saying that this was the cost of removing carpet stains at Tanya's condo that were caused by Jamie's dog. The receipt has a hand-written note saying that "you said you would pay this because of moto's accidents." Jamie's submissions do not address this allegation, and there are no photos or other evidence of carpet stains. I find the evidence before me does not show whether there were any carpet stains, what the causes of any stains were, whether the cleaning services were obtained for stain removal or other reasons, or whether Jamie was responsible for any alleged stains. So, I find Tanya has not met her burden of showing that Jamie is responsible for alleged carpet stains, and I dismiss Tanya's claim for carpet cleaning costs.

### ***Equipment and Courses***

26. The parties agree that Jamie worked for Infinity for a while, which provides medic services. Tanya says that it purchased online educational courses for Jamie, with the understanding that Jamie would reimburse Tanya. Jamie says that she "did agree to make payments to [Tanya] on these courses", which Jamie says were required for her work at Infinity. I find that the parties agreed Tanya would pay for the courses, and that Jamie would pay her back.

27. Jamie does not directly dispute the cost or number of courses Tanya purchased for her. July 2019 online course receipts show that Tanya ordered 2 copies each of 6 online courses totalling \$891.90, and 2 copies of another online course totalling \$210. Jamie does not directly deny that 1 copy of each course was assigned to her, although it is not clear on the evidence why Tanya purchased the second copy of each course. I find that Jamie owes Tanya for 1 copy of each course, meaning she owes ½ the amount of each course receipt. This equals \$550.95
28. Tanya also says she purchased coveralls and work boots for Jamie. Tanya provided a \$176.39 receipt for “fire resist”, which she says is for the coveralls, but no receipt or other payment confirmation for work boots. Jamie says that Infinity retained these items, and that Jamie had to repurchase new equipment for her next job, although she provided no receipts. There is no equipment loan or repayment agreement in evidence. I find Tanya has not met her burden of showing that Jamie agreed to reimburse Tanya for coveralls or work boots, or that Jamie kept such items. I dismiss Tanya’s reimbursement claim for coveralls and work boots.
29. In total, I find Jamie owes Tanya \$969.70 for electricity, pool maintenance, and online courses. I dismiss Tanya’s other claims.

## **CRT FEES AND EXPENSES**

30. 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 find Tanya was partially successful in her claims, so she is entitled to reimbursement of half the CRT fees she paid, which equals \$87.50. Neither party claimed CRT dispute-related expenses, so I order no expense reimbursements.
31. The *Court Order Interest Act* applies to the CRT. I find Tanya is entitled to pre-judgment interest on the \$969.70 owing. I find interest is reasonably calculated from October 1, 2019, the day after Jamie moved out, until the date of this decision. This equals \$15.69.



## ORDERS

32. Within 30 days of the date of this order, I order Jamie Cederholm to pay Tanya Cederholm a total of \$1,072.89, broken down as follows:
  - a. \$969.70 in debt for electricity, pool maintenance, and online courses,
  - b. \$15.69 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$87.50 in CRT fees.
33. Tanya Cederholm is entitled to post-judgment interest, as applicable.
34. I dismiss Tanya Cederholm's other claims.
35. 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. The Province of British Columbia has enacted a provision under the *COVID-19 Related Measures Act* which says that statutory decision makers, like the CRT, may waive, extend or suspend mandatory time periods. This provision is expected to be in effect until 90 days after the state of emergency declared on March 18, 2020 ends, but the Province may shorten or extend the 90-day timeline at any time. 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.
36. 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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Chad McCarthy, Tribunal Member