



Civil Resolution Tribunal

Date Issued: November 19, 2020

File: SC-2020-001537

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Weaver v. Dyer*, 2020 BCCRT 1308

B E T W E E N :

JENNIFER WEAVER

APPLICANT

A N D :

KELLY DYER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. The applicant, Jennifer Weaver, says she rented a room from the respondent, Kelly Dyer. Ms. Weaver says Ms. Dyer locked her out of the house before the end of April

2019 and did not return prepaid rent for May 2019. She seeks an order for the return of \$700. Ms. Dyer denies owing anything and says Ms. Weaver left voluntarily.

2. The parties are self-represented.

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). Section 2 of the CRTA states 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, and recognize any relationships between the dispute's parties that will likely continue after the CRT 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
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.

Jurisdiction over Roommate Dispute

7. Under section 10 of the CRTA, the CRT must refuse to resolve a claim that it considers to be outside the CRT's jurisdiction. The *Residential Tenancy Act* (RTA) governs residential tenancies. However, section 4(c) of the RTA says it does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation. These are sometimes referred to as "roommate disputes".
8. Ms. Dyer explains that Ms. Weaver moved in because Ms. Weaver was in a relationship with a family member. Neither party objected to the CRT deciding this dispute.
9. Given this, I find it likely that the parties shared bathroom or kitchen facilities. I am satisfied the exception of RTA section 4(c) applies and the RTA does not apply to this dispute. I will consider the issue of the prepaid rent below.

ISSUE

10. The issues in this is whether Ms. Dyer must return \$700 in prepaid rent to Ms. Weaver.

BACKGROUND, EVIDENCE AND ANALYSIS

11. In a civil claim such as this, the applicant Ms. Weaver bears the burden of proof on a balance of probabilities. I have considered all the evidence and submissions, but only refer to them to the extent necessary to explain my decision. As discussed below, Ms. Weaver provided no evidence or submissions to support her claim.
12. The background facts are undisputed. Ms. Weaver moved into Ms. Dyer's house. At some point she began paying rent. She left in April 2019, either voluntarily or involuntarily. The parties had no written agreement. However, as Ms. Weaver paid rent, I find they were in a tenancy agreement.

13. Ms. Weaver says she prepaid rent of \$700 for May 2019, which has not been returned. She says Ms. Dyer locked her out in April 2019. She did not say why Ms. Dyer did this.
14. Ms. Dyer denies owing anything to Ms. Weaver. Ms. Dyer alleges that in April 2019 Ms. Weaver started a physical altercation with Ms. Dyer's family member. She says Ms. Weaver voluntarily left after the family member said he would call the RCMP.
15. Ms. Weaver provided no evidence or submissions despite multiple reminders from CRT staff in April and May 2020. At one point, Ms. Weaver asked CRT staff for an extension of time to provide evidence and submissions. However, she failed to submit anything by the revised deadline of May 26, 2020.
16. I find that Ms. Weaver has not met the burden of proof. There is no evidence she prepaid rent for May 2019. She does not deny she left voluntarily. As noted above, Ms. Dyer also denies owing anything. I dismiss Ms. Weaver's claim.
17. 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.
18. Ms. Dyer is the successful party. As she paid no CRT fees and claimed no dispute-related expenses, I order none.

ORDER

19. I dismiss Ms. Weaver's claims and this dispute.

David Jiang, Tribunal Member