



Civil Resolution Tribunal

Date Issued: December 7, 2020

File: SC-2020-004838

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Briere v. Bradshaw*, 2020 BCCRT 1388

B E T W E E N :

ERIC BRIERE

APPLICANT

A N D :

MAYA BRADSHAW

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. This dispute is about a damage deposit and rent in an alleged roommate situation.
2. The applicant Eric Briere says he was roommates with the respondent Maya Bradshaw. Mr. Briere says that, when he moved out, Ms. Bradshaw failed to refund him \$775 for his damage deposit and half a month's rent.

3. Ms. Bradshaw denies renting a room to Mr. Briere. Rather, Ms. Bradshaw says they were briefly romantically involved, and then broke up. Ms. Bradshaw asks me to dismiss the dispute.
4. The parties are each self-represented.

JURISDICTION AND PROCEDURE

5. 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.
6. 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. In some respects, both parties to this dispute call into question the credibility, or truthfulness, of the other. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. I note the decision *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I decided to hear this dispute through written submissions.
7. 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.

8. 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.
9. Generally, the CRT does not take jurisdiction over residential tenancy disputes, as these are decided by the Residential Tenancy Branch (RTB). The *Residential Tenancy Act* (RTA) governs residential tenancies. RTA section 4(b) says the RTA does not apply to living accommodation in which a tenant shares bathroom or kitchen facilities with the accommodation's owner.
10. I find that this dispute is between alleged former roommates as defined by RTA section 4(b), because Mr. Briere refers to Ms. Bradshaw as having been "the master tenant". I therefore find that the RTA does not apply. I find that these claims are within the CRT's small claims jurisdiction, set out in CRTA section 118.

ISSUE

11. The issue in this dispute is whether Mr. Briere is entitled to the claimed \$775 refund for a damage deposit and half months' rent he says he paid to Ms. Bradshaw.

EVIDENCE AND ANALYSIS

12. In this civil claim, Mr. Briere, as applicant, bears the burden of proof on a balance of probabilities. Neither party filed any evidence. Ms. Bradshaw did not provide any submissions, despite being given many opportunities to do so.
13. To succeed in this dispute, Mr. Briere must prove that it is more likely than not that he paid a damage deposit and half a months' rent to Ms. Bradshaw, and that she failed to refund it to him, without justification.
14. Mr. Briere has not proven that he rented a room from Ms. Bradshaw, nor that he paid her \$775 towards it. He has not provided a written agreement or sufficient details of any verbal agreement. Mr. Briere has not explained when he claims to have rented

the room, when he moved out, or what portion of the claimed \$775 is damage deposit versus rent.

15. On the other hand, Ms. Bradshaw denies renting a room to Mr. Briere or charging him rent or a damage deposit. As noted above, Mr. Briere has the burden of proof, and I find he has not met that burden. I dismiss his claims.
16. 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. Ms. Bradshaw was successful here but did not pay CRT fees or claim dispute-related expenses. I make no order for them.

ORDERS

17. I dismiss Mr. Briere's claims and his dispute.

Julie K. Gibson, Tribunal Member