



# Civil Resolution Tribunal

Date Issued: June 21, 2021

File: SC-2020-007454

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Catia v. Scotchman*, 2021 BCCRT 677

BETWEEN:

ALONZO CATIA

**APPLICANT**

AND:

JULIANNE SCOTCHMAN

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Micah Carmody

## INTRODUCTION

1. This is a dispute between former roommates. The applicant, Alonzo Catia, rented a room from March 1, 2020, from the respondent, Julianne Scotchman, for \$600 per month.

2. In September 2020, the respondent evicted the applicant. The applicant says the respondent breached the parties' rental agreement. The applicant claims \$1,540 in damages, including a rent refund and storage fees.
3. The respondent says she had to evict the applicant because they were late paying rent and made her feel unsafe in her home. I infer that she asks me to dismiss the claim.
4. Both parties are 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. 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.
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. The CRT does not have jurisdiction over residential tenancy disputes, which are within the exclusive jurisdiction of the director of the Residential Tenancy Branch (RTB) under the *Residential Tenancy Act* (RTA) However, the RTA does not apply to disputes between co-tenants or roommates. It is undisputed that the respondent was also a tenant that the parties were roommates. For that reason, I find that that the RTA does not apply, and this dispute is within the CRT's small claims jurisdiction as set out in section 118 of the CRTA.

## **ISSUES**

10. The issues in this dispute are:
  - a. Did the respondent breach any implied terms of the rental agreement during the tenancy, and if so, what remedy is appropriate?
  - b. Did the respondent breach any obligation to provide the applicant with reasonable notice to move out, and if so, what remedy is appropriate?

## **EVIDENCE AND ANALYSIS**

11. In a civil dispute like this one, the applicant must prove their claim on a balance of probabilities. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain my decision.
12. It is undisputed that in February 2020, the respondent advertised a room for rent on the website Roomie.ca. The parties met and agreed that the applicant would rent the room for \$600 per month, on a month-to-month basis, beginning March 1, 2020. There was no written agreement and no damage deposit. The rent included utilities and the use of common spaces.

13. A roommate has no rights or responsibilities under the RTA. I find that the parties' rights and responsibilities are governed by contract law.
14. The applicant says the respondent breached the rental agreement by failing to allow access to common areas and failing to provide a stable environment for the applicant to bring their children during their parenting time. The applicant asks for a \$200 per month rent reduction for the 7 months that they lived with the respondent, equaling \$1,400.
15. I find it was an implied term of the rental agreement that both parties would have reasonable access to the common areas, including the kitchen and living room that the parties refer to in their submissions. I also find it was implied term that the parties would treat each other with respect and not endanger the other. The CRT implied a similar term in *Kun v. Spears*, 2019 BCCRT 1195, which is not binding on me but which I find persuasive.
16. Both parties make similar accusations against the other. The respondent says when she asked the applicant about their overdue rent payments, they raised their voice and intimidated her. She says she felt so threatened by the applicant that she stayed in her room. She says the applicant smoked in the living room despite being asked to stop when there were children in the house. She says the applicant ate her food and never cleaned the kitchen.
17. For their part, the applicant says the respondent or her friends demeaned and harassed them in front of their guests. They say they had to sleep in their car some nights because of the respondent's drinking and noise, and had to clean up beer cans, urine and vomit. They say the environment was unsafe for children because of the respondent's drinking.
18. I find the parties' submissions amount to a "he said, she said" scenario, reflecting the breakdown in the roommate relationship. Neither party provided objective evidence to support their assertions, such as witness statements from third parties. I find the applicant's assertions are not enough to show that the respondent breached the

agreement's terms about respect and access. So, I dismiss the applicant's claim for rent reduction.

19. In a statement of facts prepared for this dispute, both parties agreed that the respondent evicted the applicant "on or about September 16, 2020." The applicant says they were asked to leave "within 10 days." Text messages indicate the respondent told the applicant to move out by the end of the month. The applicant says they had most of their belongings out by September 30. Weighing all the evidence and submissions, I find the respondent was able to stay in the rental unit until the end of September and is not entitled to any refund for September's rent.
20. The applicant says they were not given sufficient notice to find new accommodations. I find it was an implied term of the rental agreement that the respondent would provide reasonable notice before ending the rental agreement. I say this because it is common knowledge that people need housing and that it takes time to secure new housing. The CRT has implied reasonable notice terms in co-tenant agreements in decisions such as *Phillips v. Roberts*, 2021 BCCRT 109. In the circumstances, I find 1 month is a reasonable notice period.
21. The respondent says she had to evict the applicant because they were late paying rent and made her feel unsafe in her home. The only evidence of late rent payment is in July, so I find it was not likely the reason the respondent ended the agreement. While I acknowledge that the respondent felt unsafe, I find there is insufficient evidence that the applicant's conduct rose to the level of breaching the agreement. So, I find the respondent was required to give 1-month's notice and failed to do so.
22. What remedy is appropriate? The applicant says they slept in their car for the next 45 days until they found a place to live. There is no evidence that they paid anything for temporary accommodations.
23. The applicant says they rented storage space for 2 months at \$112 per month. The respondent disputes this and says the applicant moved in and out with only bags.

The applicant did not provide any receipts or other documentation of the alleged storage fees, so I find they have not proved any losses.

24. As CRT fees were waived in this dispute, I make no order for payment of CRT fees. Neither party claimed dispute-related expenses.

## **ORDER**

25. I dismiss the applicant's claims and this dispute.

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Micah Carmody, Tribunal Member