



Civil Resolution Tribunal

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File: SC-2021-001318

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Morelli v. Kramer dba Bradsdadsland Campsite*, 2021 BCCRT 783

B E T W E E N :

GIUSEPPE MORELLI

APPLICANT

A N D :

ISAAC KRAMER (Doing Business As BRADSDADSLAND CAMPSITE)
and MARTIN CREE

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Roy Ho

INTRODUCTION

1. This dispute is about 2 rentals on a campsite. The applicant, Giuseppe Morelli, rented from the respondent, Isaac Kramer (doing business as Bradsdadsland Campsite)

(Bradsdadsland), a lot on a campsite (lot #3), and later separately, a cabin on the campsite.

2. The other respondent, Martin Cree, was the rental property manager. Mr. Cree did not file a Dispute Response or participate in this dispute. I discuss his default status below.
3. Mr. Morelli alleges that the respondents breached the contract by ending it early and by harassing him into leaving the campsite. Mr. Morelli seeks \$2,800 in relocation costs.
4. Mr. Morelli and Bradsdadsland 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. Under the *Residential Tenancy Act* (RTA), the Residential Tenancy Board (RTB) has jurisdiction to decide disputes involving rights and obligations under the RTA or under a residential tenancy agreement about a tenant's occupation of a rental unit, among other things. However, RTA section 4(e) excludes from the RTB's jurisdiction living accommodation occupied as vacation or travel accommodation. It is undisputed that the rental at issue here was a vacation rental. So, I find that the RTA does not apply to the campsite rental, and that the CRT is the appropriate forum for this dispute.

ISSUES

10. The issues in this dispute are:
 - a. Whether Bradsdadsland breached the contract by ending it early, and if so, what is the appropriate remedy, and
 - b. Whether Mr. Cree harassed Mr. Morelli into leaving the campsite, and if so, what is the appropriate remedy.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, the applicant Mr. Morelli must prove his claims on a balance of probabilities. I have read all the parties' submissions but refer only to the evidence and argument that I find relevant to provide context for my decision.
12. As noted, Mr. Morelli seeks \$2,800 in relocation costs from Bradsdadsland. Mr. Morelli says that Bradsdadsland offered him the cabin rental until May 2021. He says Bradsdadsland breached the rental contract by ending it early. In addition, Mr. Morelli says that he was unable to continue to stay on lot #3 because Mr. Cree had been harassing him. So, for these reasons, he says he had to find alternative accommodations.

13. In contrast, Bradsdadsland says that there was no agreement between the parties to rent lot #3 or the cabin for a fixed term. I agree for the reasons to follow. While Bradsdadsland did not address Mr. Morelli's allegations about Mr. Cree's harassment, I find nothing turns on this given my conclusion below.
14. I note at the outset that Mr. Cree is not a party to the rental contract and there is no evidence or suggestion from Mr. Morelli that Mr. Cree was. I find that any contract between the parties was between Mr. Morelli and Bradsdadsland.
15. I turn next to the relevant undisputed chronology.
16. On October 1, 2020, Mr. Morelli rented lot #3 from Bradsdadsland. Neither party provided lot #3's rental contract. The parties did not provide any evidence about lot #3's rental terms, such as whether the rental was for a fixed-term or based on a month-to-month rental arrangement.
17. On December 7, 2020, Mr. Morelli emailed Bradsdadsland providing positive feedback about his rental experience. In that email, Mr. Morelli says that he "probably will stay until [May]" 2021. There is no evidence before me that either party confirmed that Mr. Morelli would in fact stay until May 2021.
18. On December 8, 2020, Bradsdadsland replied with 1 sentence, "What a lovely note". The email did not discuss or confirm that Bradsdadsland had agreed to rent the campsite to Mr. Morelli until May 2021.
19. At or around December 5, 2020, a cabin at the campsite became available. The evidence shows that the cabin is a different rental property from lot #3. Bradsdadsland offered the cabin to Mr. Morelli to rent, which he accepted. Neither party provided the cabin's rental contract. Again, the parties did not provide any evidence about the cabin's rental terms, such as whether the rental was for a fixed-term or based on a month-to-month rental arrangement.
20. At or around mid-February 2021, Bradsdadsland communicated to Mr. Morelli that he had to vacate the cabin by February 28, 2021 for the owner's use.

21. On February 10, 2021, Mr. Morelli wrote a complaint letter to Bradsdadsland, which Bradsdadsland submitted into evidence. So, I accept the facts as described in the letter as accurate. In that letter, Mr. Morelli says that:
- a. He told MC he intended to stay in the cabin until the “summer months”.
 - b. He tried to reserve the cabin for March and April 2021, but MC refused to accept his reservation because MC would “have to check with the owners first”.
 - c. He would “gladly” move back to lot #3 if Bradsdadsland could provide him with high speed internet at lot #3,
22. On February 11, 2021, MC wrote to Mr. Morelli that Bradsdadsland would provide internet connection at lot #3, and that he may stay at lot #3 until the end of April 2021. I find that this was the first time the parties discussed a fixed rental term.
23. On February 13, 2021, Mr. Morelli emailed Bradsdadsland that he would not be returning to lot #3. This was allegedly because his relationship with MC had soured. He said that MC had been trying “to get rid of [him]” by alleging rule violations, being aggressive, and treating him unfairly. Mr. Morelli says that MC handed him a handwritten note demonstrating MC’s “hidden agenda” to get rid of him. However, Mr. Morelli did not submit this note into evidence. In addition, Mr. Morelli repeated that MC consistently refused to take his cabin reservation.

Rental term to May 2021

24. As previously stated, the burden of proof in this case is on Mr. Morelli. I find that he has failed to prove his case. Mr. Morelli has provided no evidence that Bradsdadsland had in fact contracted with him to rent lot #3 or the cabin until May 2021. I find from the evidence that neither party confirmed whether Mr. Morelli would in fact stay at the campsite until May 2021. Instead, the evidence shows that Mr. Morelli said he “probably” would stay until May 2021. I find that this shows Mr. Morelli was unsure how long he would stay. For this reason, I find from the evidence that the parties had

not agreed to a fixed rental term for the campsite but agreed to month-by-month rental for lot #3 and the cabin.

25. My conclusion is also supported in Mr. Morelli admitting multiple times that Bradsdadsland had refused his cabin reservation for March and April 2021. The evidence shows that Bradsdadsland had communicated clearly to Mr. Morelli that it was unable to confirm future cabin reservations into May 2021. I find this means that Bradsdadsland had never agreed to rent the cabin until April 2021, let alone until May 2021. The only evidence before me is that Bradsdadsland later offered on February 10, 2021 to rent lot #3 to Mr. Morelli until April 2021. I therefore find that Mr. Morelli has failed to prove that Bradsdadsland had agreed to rent lot #3 or the cabin to him until May 2021.
26. For the above reasons, I dismiss Mr. Morelli's claims against Bradsdadsland. I note that even if I had found Bradsdadsland liable, I would have still dismissed Mr. Morelli's claim because he has provided no evidence proving his relocation costs.

Mr. Cree's harassment

27. Mr. Morelli submits that Mr. Cree started a "campaign of harassment" forcing him to not continue renting lot #3 after the cabin rental. He says that Mr. Cree gave him a warning letter about alleged campsite rule violations with a threat of eviction. Mr. Morelli did not submit this letter into evidence. In essence, I infer that Mr. Morelli is arguing that Mr. Cree committed the "tort of harassment". However, the "tort of harassment" is not recognized in British Columbia. In *Total Credit Recovery v. Roach*, 2007 BCSC 530, the court observed that "the weight of authority in this Province is against the development of such a tort". For this reason, I do not find that Mr. Morelli can succeed in a claim against Mr. Cree for any alleged harassment.
28. I have also considered whether Mr. Cree's alleged harassment amounted to a material contract breach by Bradsdadsland. However, I find that Mr. Morelli again has failed to prove this aspect. He has provided no evidence about which campsite rules he had or had not allegedly violated. So, I am unable to assess whether his or

Bradsdadsland's allegations had any merit. Likewise, Mr. Morelli also says that Mr. Cree treated him unfairly by giving other renters preferential treatment, but he has again provided no evidence of this. Without more, I am unable to conclude that Mr. Cree's enforcement of camp rules was a material contractual breach.

29. Mr. Morelli also says that Mr. Cree treated him aggressively. While I note that Mr. Morelli submitted a video of Mr. Cree's alleged aggression, I am unable to identify any aggression in the video. I am also unable to determine whether the person in the video was Mr. Cree. In any event, I find Mr. Morelli has not proven that Bradsdadsland had a contractual responsibility to provide pleasant or cordial customer service. So, I again cannot conclude that Bradsdadsland had committed a material contractual breach.
30. Conversely, I find that Mr. Morelli had voluntarily revoked the rental contract because he was dissatisfied with Mr. Cree's management. In such a circumstance, I find that he cannot recover from Bradsdadsland for his decision to abandon the rental contract.
31. In summary, Mr. Morelli has failed to prove that Mr. Cree has committed a tort against Mr. Morelli or that Mr. Cree's conduct amounted to a material contractual breach by Bradsdadsland. I discuss Mr. Cree's default next.

Mr. Cree's default

32. As mentioned above, Mr. Cree did not file a Dispute Response. The CRT served Mr. Cree the Dispute Notice by mail, which was deemed served on March 17, 2021 under CRT rule 2.4(2). In addition, given that Mr. Cree was undisputedly Bradsdadsland's employee and Bradsdadsland filed a Dispute Response, I find it reasonable to infer that Mr. Cree is aware of this dispute and chose not to respond. For these reasons, I find that Mr. Cree had been properly served and is in default.
33. However, this does not necessarily mean that Mr. Cree is liable to Mr. Morelli. This is because under CRT rule 4.3(1), I have discretion to decide Mr. Morelli's claims against Mr. Cree even if they did not file a Dispute Response.

34. Given my conclusion above that the tort of harassment is not recognized law in British Columbia, I find that any claim against Mr. Cree must also fail. Further, I find that Mr. Morelli has not identified any reason why Mr. Cree should be liable. Other than alleging that Mr. Cree had been aggressive and unfair to him, Mr. Morelli has provided no argument about why Mr. Cree is legally liable in managing the rental property. As noted, Mr. Cree was not a party to the rental contract. For these reasons, I dismiss Mr. Morelli's claims against Mr. Cree.
35. 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. As Mr. Morelli was unsuccessful, I also dismiss his claim for reimbursement of tribunal fees. Bradsdadsland did not pay any tribunal fees and neither party claimed dispute-related expenses.

ORDER

36. I dismiss Mr. Morelli's claims and this dispute.

Roy Ho, Tribunal Member