



Civil Resolution Tribunal

Date Issued: October 4, 2021

File: SC-2021-003959

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hanson v. Klitch*, 2021 BCCRT 1062

B E T W E E N :

MONICA HANSON also known as MONICA ROHATYNCHUK and
ERIC HANSON

APPLICANTS

A N D :

JORDANA KLITCH also known as JORDANA MERRY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. This small claims dispute is about living arrangements.
2. The respondent, Jordana Klitch also known as Jordana Merry, lived in a house owned by the applicant, Eric Hanson, from approximately September 2020 to May 2021. The applicant, Monica Hanson also known as Monica Rohatynchuk, arranged for Ms.

Klitch to live at the house. The applicants say Ms. Klitch was a caretaker while Ms. Klitch says she rented the house.

3. The applicants say Ms. Klitch has refused to pay the agreed upon utility costs, left garbage and a mess when she moved out, and took a dining set belonging to Mr. Hanson. The applicants claim a total of \$2,704.97 for unpaid utilities, the dining set and allegedly missing faceplates, cleaning costs, garbage removal, and lock changes.
4. Ms. Klitch says she renovated the house with the help of her boyfriend, paid rent and took care of the property. She also says the applicants evicted her with less than 30 days' notice and changed the locks before the eviction date. Ms. Klitch also says she filed a dispute with the Residential Tenancy Branch (RTB).
5. Ms. Hanson represents the applicants. Ms. Klitch represents herself.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.

8. 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.
9. 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.
10. Under section 11 of the CRTA, the CRT may refuse to resolve a claim or dispute if the CRT is satisfied that the claim or dispute is beyond the CRT's jurisdiction. I address the CRT's jurisdiction over this dispute below.

ISSUE

11. The issue here is whether the CRT has jurisdiction over the applicants' claims.

EVIDENCE AND ANALYSIS

12. In a civil claim such as this, the applicants must prove their claims on a balance of probabilities. I have read all the parties' submissions and weighed the evidence, but only refer to that necessary to explain my decision.
13. It is undisputed that the parties agreed that Ms. Klitch would live in Mr. Hanson's house, starting around the end of September 2020. It is undisputed that the parties have no written agreement.
14. The applicants say Ms. Klitch agreed to take care of the house and the property in exchange for living rent free. They say Ms. Klitch agreed to pay the utility bills for the house, which remained in Mr. Hanson's name.
15. Ms. Klitch agrees she was to take care of the property. She says the applicants asked her to clean up and renovate the house in lieu of rent for the first several months. However, Ms. Klitch says she started paying Ms. Hanson \$600 rent monthly in

February 2021. The applicants deny any agreement about, or payment of, rent. Based on texts between Ms. Hanson and Ms. Klitch, I find the parties agreed to \$600 monthly rent, starting on February 1, 2021. So, I find the parties had a verbal tenancy agreement.

16. The CRT does not have jurisdiction over disputes about residential tenancy agreements because the RTB has exclusive jurisdiction to decide these issues under the *Residential Tenancy Act* (RTA). Section 4 of the RTA sets out exceptions to the RTB's jurisdiction, which I find do not apply here.
17. The CRT staff advised the parties of the RTA's potential jurisdiction over this dispute. In their submissions the applicants say the RTB does not have jurisdiction because the parties did not have a tenancy agreement. I disagree because section 1 of the RTA specifically includes verbal tenancy agreements respecting possession of a rental unit, which I find Mr. Hanson's property is. The applicants provided no further submissions on jurisdiction.
18. Ms. Klitch did not provide any submissions on jurisdiction, despite that the CRT staff flagged the issue. However, Ms. Klitch submitted a screen shot in evidence showing that she filed a dispute with the RTB on April 9, 2021. None of the parties commented on the progress of the RTB dispute, and whether it has been decided or not.
19. As noted above, I find the parties had a verbal tenancy agreement. Absent a decision from the RTB to the contrary, I find the RTB has exclusive jurisdiction over the agreement. I find the applicant's claims for utility costs, cleaning fees and garbage removal, lock changes, and damages for the missing faceplates and dining set all arise from the tenancy agreement or alleged damages to the rental unit including furniture. So, I find the RTB has jurisdiction over the applicants' claims and I refuse to resolve this dispute under section 11 of the CRTA.
20. In the circumstances, I order the CRT to refund the applicants' fees.

ORDER

21. I refuse to resolve this dispute under section 11 of the CRTA.

Sherelle Goodwin, Tribunal Member