



Civil Resolution Tribunal

Date Issued: January 13, 2022

File: SC-2021-004143

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ronning v. Dekkers*, 2022 BCCRT 46

BETWEEN:

LORRAINE RONNING

APPLICANT

AND:

CHRISSY DEKKERS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. This dispute is about commercial rent. The applicant, Lorraine Ronning, says the respondent, Chrissy Dekkers, owes \$1,753.23 for unpaid rent, utilities, and other expenses, plus \$350 to clean and repair a carpet.

2. Ms. Dekkers says there was no tenancy agreement but also says the “rent was always on time”. She disputes most of Mrs. Ronning’s claimed damages.
3. Each party is self-represented. For the reasons that follow, I find the tenancy was likely between 2 companies not named in this dispute and Mrs. Ronning has not proved that the named parties had a contract. So, I dismiss her claims.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.
7. 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.

ISSUES

8. The issues in this dispute are:
 - a. Did the parties have a contract?
 - b. If so, did Ms. Dekkers breach the contract?
 - c. What remedies, if any, are appropriate?

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Mrs. Ronning must prove her claim on a balance of probabilities, meaning more likely than not. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain my decision.

Did the parties have a contract?

10. It is undisputed that there was no written contract governing the alleged tenancy. Oral agreements are binding, but more difficult to prove.
11. Mrs. Ronning says the tenancy was "consummated by [Ms. Dekkers'] cheque of \$1,522.50 deposited on February 3, 2021". Mrs. Ronning submitted a hand-written receipt dated January 25, 2021 with the names "1127208 BC LTD" and "Chrissy Dekkers" at the top. She also submitted a hand-written bank deposit note documenting a cheque from "1137208 LTD". There is no copy of any cheque in evidence, so it is unclear if Ms. Dekkers paid the rent from a personal account or if the numbered company paid. Ms. Dekkers' relationship to any numbered company is not explained.
12. The bank deposit says the account to which the money was deposited belongs to Ralaine Holdings Ltd. (RHL). Mrs. Ronning does not explain her relationship to RHL.
13. Mrs. Ronning says, "This is a claim by [RHL] against commercial rental tenant BC1137208 dba Chrissy Dekkers." On that basis, it appears the contract was

between RHL and a numbered company and not between Mrs. Ronning and Ms. Dekkers. I make no conclusive finding about that because RHL is not a party to this dispute, and neither is any numbered company. However, on the evidence before me, I am unable to conclude that Mrs. Ronning and Ms. Dekkers had a contract.

14. The doctrine of privity of contract provides that as a general rule, a contract cannot provide rights or impose obligations on any person except the parties to that contract. There are exceptions, but Mrs. Ronning does not argue that any exceptions apply, and I find there is insufficient evidence to support an exception.
15. I also find Mrs. Ronning does not have standing (legal authority) to bring a claim on RHL's behalf. Mrs. Ronning does not say that RHL assigned to her any contractual rights of recovery against any numbered company or Ms. Dekkers.
16. As noted above, Mrs. Ronning bears the burden of proving her claims. I find she has not proved she had a tenancy agreement with Ms. Dekkers in their respective personal capacities. As the claims arise under breach of contract, I find Mrs. Ronning has not proven her claims, and I dismiss them.
17. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to recover their CRT fees and reasonable dispute-related expenses. As Mrs. Ronning was unsuccessful, I dismiss her claim for reimbursement of CRT fees. Neither party claimed any disputed related expenses.

ORDER

18. I dismiss Mrs. Ronning's claims and this dispute.

Micah Carmody, Tribunal Member