



Civil Resolution Tribunal

Date Issued: May 10, 2022

File: SC-2021-005919

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *McGuire v. Morris*, 2022 BCCRT 553

BETWEEN:

MICHELLE MCGUIRE

APPLICANT

AND:

LELAND MORRIS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This is a roommate dispute. The applicant, Michelle McGuire, says the respondent, Leland Morris, rented a room to her and then locked her out telling police she was

only a house guest. The applicant claims \$5,000 in damages, without providing any breakdown.

2. The respondent says he rented a room to the applicant in June 2021 and says she gave him \$550 for rent and \$550 for a damage deposit. The respondent says the applicant failed to follow house rules, including having 9 cats instead of the 2 she said she had, and for smoking inside. The respondent admits that on June 23, 2021 he asked the applicant to move out given the above.
3. The parties are each self-represented.

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). CRTA section 2 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. CRTA section 39 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 of this dispute call into question the credibility, or truthfulness, of the other. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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. CRTA section 42 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.
8. In the Dispute Notice, the applicant alleged discrimination about race. I find this entirely unproven on the evidence before me but in any event I find that is a matter for the Human Rights Tribunal, not the CRT.
9. In general, residential tenancy disputes are within the exclusive jurisdiction of the Residential Tenancy Branch (RTB) under the *Residential Tenancy Act* (RTA). However, the RTB declines jurisdiction over roommate disputes like this one. So, I find the RTA does not apply and this is a contractual roommate dispute within the CRT's small claims jurisdiction.

ISSUE

10. The issue in this dispute is to what extent, if any, the respondent owes the applicant the claimed \$5,000 following the termination of their roommate arrangement.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, the applicant must prove her claims on a balance of probabilities (meaning "more likely than not"). I have read all the submitted evidence and arguments but refer only to what I find relevant to provide context for my decision. I note the applicant chose not to provide any documentary evidence or written argument, despite having the opportunity to do so.
12. There is very little evidence before me. The parties had no written rental agreement. Based on the respondent's Dispute Response, the respondent lived in a home with 2 other people, DC and PF. The respondent said that on June 13, 2021 the applicant responded to his Craigslist ad for a roommate, and that the applicant viewed the home on June 14 and moved in that night. The ad is not in evidence but

I accept this timeline, as the applicant did not dispute it and notably provided no details about the roommate arrangement.

13. As noted above, the respondent says the applicant had 9 cats, not 2. He also says the applicant's behaviour became hostile and frenzied. Based on the audio and video clips in evidence, I accept the applicant's behaviour was as described. I also accept the applicant had 9 cats, since again she did not dispute it. I find that number of animals was obviously unreasonable for this roommate situation.
14. The respondent says that on June 15, 2021, he told the applicant she was not a good fit and would have to find somewhere else to live, and that he and DC and PF would help the applicant find another place to live and would help her move. The respondent says the applicant agreed to move her things into the garage. Again, I accept this evidence because it is consistent with the audio clips in evidence.
15. The respondent says that he went camping and returned home on June 22, 2021. The respondent says at this point the applicant was making a variety of false allegations and was screaming at him and the other roommates. This account is confirmed by statements in evidence from DC, PF, and the respondent's neighbour KM. The police were called and the respondent says that on their advice he gave the applicant a written eviction notice on June 23, 2021. Again, I accept this evidence for the same reasons noted above.
16. As noted, the respondent submitted audio and video clips showing the applicant swearing and behaving in a hostile way, while the respondent was calm. The respondent submitted a November 15, 2021 statement from his landlord, YY, who said that he attended the home on June 31, 2021 (I infer this was a typo and he meant June 30) to assist with the applicant's eviction. YY wrote that he offered the applicant "the rent money back but she wouldn't take it". YY wrote the applicant called the police who arrived and assisted in removing the applicant from the property. While not entirely clear, as discussed below the evidence indicates the applicant, or at least her belongings, remained on the property past July 1.

17. In their statement, DC confirmed the applicant's unreasonable behaviour and that the respondent gave the applicant the eviction notice on June 23, 2021 "which enabled her the means to spend the whole month of July". The respondent submitted a similar statement from PF.
18. Based on the evidence before me, I accept the respondent reasonably evicted the applicant. Contrary to the applicant's unsupported assertion, I find no evidence of fraud, assault, or improper eviction.
19. The applicant provided no evidence about any payments. However, as noted above, the respondent says the applicant gave him \$550 for rent and \$550 for a damage deposit. It is not clear from the limited evidence if that money was provided to the respondent or to the landlord YY, given YY's statement they offered the applicant a rent refund and she refused.
20. In any event, I find the evidence shows the applicant or at least her belongings remained at the property from June 14 to sometime in July 2021. Given the only evidence of the applicant's rent payment is the respondent's Dispute Response statement that she paid \$550, I find no basis to award any rent refund.
21. I turn to the damage deposit. In one audio clip, the applicant acknowledges forgetting about "re-hooking" something up that led to some sort of water leak. Ordinarily, I would find this insufficient for a landlord (which the respondent arguably was in relation to the applicant) to prove there was damage that entitled them to retain the damage deposit. However, significantly, the applicant does not claim the damage deposit's return. Rather, as noted she alleges fraud, discrimination, and assault, which I have addressed above. In the Dispute Notice, she mentioned paying rent and being evicted, but said nothing about the damage deposit. On balance, I find it unproven the respondent owes the applicant anything for the damage deposit. I have addressed the other issues above. It follows that I dismiss the applicant's claim.

22. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. Neither party paid CRT fees and no dispute-related expenses were claimed.

ORDER

23. I dismiss the applicant's claim and this dispute.

Shelley Lopez, Vice Chair