



Civil Resolution Tribunal

Date Issued: July 11, 2022

File: SC-2022-000383

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bridger v. Barth*, 2022 BCCRT 792

BETWEEN:

BRITTANY BRIDGER

APPLICANT

AND:

MARLEE BARTH

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner

INTRODUCTION

1. This is a roommate dispute. The applicant, Brittany Bridger, says she paid the respondent, Marlee Barth, a \$700 damage deposit for renting a room in the respondent's home. The applicant moved out after less than one month, but she says the respondent refused to refund the damage deposit. The applicant says she did not cause any damage and claims the \$700.

2. The respondent says the applicant was disrespectful while they lived together, and so the respondent evicted the applicant. The respondent says they are willing to return \$300 to the applicant, but only if the applicant provides her forwarding address, in accordance with the *Residential Tenancy Act* (RTA).
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). 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. In some respects, both parties to this dispute call into question the credibility, or truthfulness, of the other. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find 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.

8. In general, residential tenancy disputes are within the exclusive jurisdiction of the Residential Tenancy Branch (RTB) under the 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

9. The issue in this dispute is whether the applicant is entitled to return of her \$700 damage deposit.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant must prove her claims on a balance of probabilities (meaning "more likely than not"). I note that the respondent did not file any evidence or make any submissions in this dispute, despite having the opportunity to do so, including several extensions. I have read all of the applicant's evidence and submissions, and have considered the respondent's detailed Dispute Response, but I refer only to what I find is necessary to explain my decision.
11. There is no written tenancy agreement between the parties. The applicant says that on November 24, 2021, she responded to an ad on Kijiji about a room for rent in the respondent's home. The applicant says she and the respondent met on November 27 and they verbally agreed the applicant would move in on December 1, 2021.
12. The respondent admits that the applicant paid a \$700 damage deposit. This is also supported by a November 29, 2021 confirmation of an e-transfer from the applicant to the respondent for \$700, and a December 1, 2021 receipt signed by the respondent, confirming the respondent received the \$700 damage deposit.
13. The applicant provided a copy of a December 6, 2021 document prepared and signed by the respondent. The document purports to be an agreement that the applicant would be subletting a room from the respondent for 3 months as a "trial period". It confirmed the applicant moved in on December 1, 2021 and was paying \$950 per

month in rent. It outlined a list of “common sense rules” for behaviour and suggested the respondent would limit the number of days the applicant’s son could visit her at the residence. The applicant says she refused to sign this document. She also says it was the first time she learned that the respondent did not own the home and that the respondent was also a tenant.

14. The applicant says after she refused to sign the document, the respondent gave her a signed handwritten note dated December 8, 2021, a copy of which is in evidence. The note stated it was a notice of eviction “for no reason”, and that the applicant “must be gone” by January 30, 2021. It also stated the respondent would be happy if the applicant wanted to leave earlier, in which case the respondent would return the damage deposit.
15. It is undisputed that the applicant moved out on December 21, 2021. The applicant provided a January 1, 2022 email the respondent sent to their landlord that stated the applicant “left the room dirty but not damage” (reproduced as written). The evidence shows the applicant also texted the respondent on January 1, 2022 to request that the respondent e-transfer the return of her \$700 damage deposit, as she did not feel comfortable giving the respondent her new address.
16. While the respondent stated in her Dispute Response that the applicant’s behaviour while living together was disrespectful, I find that does not entitle the respondent to keep the applicant’s damage deposit. I find the onus is on the respondent to prove there was damage or a failure to adequately clean the applicant’s room, and I find the respondent has failed to do so. As noted, the respondent advised their landlord that there was no damage. The respondent provided no supporting evidence that the applicant left the residence dirty, such as photos or evidence about what additional cleaning was allegedly required.
17. As the respondent has not proven any damage or a failure to leave the residence reasonably clean, I find the applicant is entitled to reimbursement of the \$700 damage deposit. As noted above, I find the RTA does not apply to this dispute, and so I find

the applicant is entitled to return of her damage deposit despite refusing to provide the respondent with her new address.

18. The *Court Order Interest Act* (COIA) applies to the CRT. The applicant is entitled to pre-judgment interest under the COIA on the \$700. Calculated from January 1, 2022 to the date of this decision, this interest equals \$1.65.
19. 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. While the applicant was successful, she did not pay any CRT fees or claim any dispute-related expenses, so I make no order.

ORDERS

20. Within 21 days of the date of this decision, I order the respondent, Marlee Barth, to pay the applicant, Brittany Bridger, a total of \$701.65, broken down as follows:
 - a. \$700 in debt, and
 - b. \$1.65 in pre-judgment interest under the COIA.
21. The applicant is entitled to post-judgment interest, as applicable.
22. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Kristin Gardner, Tribunal Member