



Civil Resolution Tribunal

Date Issued: October 25, 2022

File: SC-2022-000249

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hill v. Gee*, 2022 BCCRT 1163

BETWEEN:

STEVE HILL

APPLICANT

AND:

CATHERINE GEE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. This dispute is about payment for a bed between former roommates. The applicant, Steve Hill, bought a bed to be used by the respondent, Catherine Gee. Dr. Gee

undisputedly agreed to buy the bed from Mr. Hill when she moved out. Mr. Hill says Dr. Gee took the bed without paying. Mr. Hill claims \$377.06.

2. Dr. Gee says Mr. Hill agreed to deduct the \$377.06 for the bed from the \$450 security deposit he was to reimburse her. Mr. Hill undisputedly did not reimburse the security deposit, so Dr. Gee says she owes nothing. Dr. Gee did not file a counterclaim.
3. Each party is 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. 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. 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. Although Mr. Hill

says Dr. Gee had her own “suite” and argues that the RTA applies, I disagree. It is undisputed that Mr. Hill did not own the rental unit and was a tenant occupying the rental unit. So, I find Mr. Hill was not a “landlord” under the RTA and the RTA does not apply. I find this is a claim about debt or damages within the CRT’s small claims jurisdiction under CRTA section 118.

ISSUE

8. The issue in this dispute is whether Dr. Gee must pay Mr. Hill \$377.06 for the bed given Mr. Hill has not returned the \$450 security deposit.

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Mr. Hill must prove his claims 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.
10. Most of the facts are undisputed. In June 2020, Dr. Gee answered Mr. Hill’s Facebook ad looking for shared accommodations. On June 19, 2020, Dr. Gee paid Mr. Hill \$450 as a security deposit. The agreement was on a month-to-month basis.
11. Dr. Gee did not have a bed, and according to Mr. Hill, planned to leave the province “in the coming months.” So, the parties agreed that Mr. Hill would buy a bed for Dr. Gee to use, with Dr. Gee contributing 1/3 of the price and Mr. Hill keeping the bed when Dr. Gee moved out.
12. On June 20, 2020, Mr. Hill bought the bed, including the frame, slats, and mattress, for \$565.59. On July 1, Dr. Gee paid Mr. Hill \$188.53 for her 1/3 of the bed, as agreed. At the end of August, Dr. Gee moved out and decided she wanted to keep the bed. The parties agreed that Dr. Gee could buy the bed from Mr. Hill for \$377.06, the balance of what Mr. Hill paid for it. Again, none of this is disputed.
13. Dr. Gee says on August 22, 2020, the parties agreed that the cost of the bed would come out of her \$450 security deposit. She says they acknowledged that this was

more efficient than having her pay Mr. Hill \$377.06 and then having Mr. Hill pay her \$450.

14. It is undisputed that Mr. Hill has not repaid Dr. Gee's damage deposit. It is also undisputed that Dr. Gee caused no damage and left her living space clean and tidy. So, Dr. Gee says Mr. Hill owes her \$72.94. As noted, she did not file a counterclaim.
15. Mr. Hill does not specifically deny that he agreed to deduct the cost of the bed from Dr. Gee's damage deposit. On that basis alone, I find Mr. Hill's claim must be dismissed. However, I will address Mr. Hill's other arguments.
16. Mr. Hill argues that the security deposit and the bed payment are separate contracts and the damage deposit falls under the RTA and cannot be applied to another debt. He says there was an RTB hearing scheduled for August 30, 2022. He says the RTB hearing is about Dr. Gee's failure to provide a forwarding address and alleged forfeiture of the security deposit. However, Mr. Hill did not provide any confirmation of this RTB hearing or a copy of any RTB decision. In the absence of any RTB documentation in the evidence, I find nothing prevents me from adjudicating this contractual claim over the bed.
17. Even if the parties had not agreed that the bed payment could be deducted from the security deposit, I would still dismiss Mr. Hill's claim based on the legal principle of equitable set-off. A set-off is a right existing between parties that owe each other money where their respective debts are mutually deducted, leaving the applicant to recover only the residue (see *Black's Law Dictionary*, revised 4th edition, at paragraph 1538). It is applied when the desired set-off is so closely connected with an applicant's claimed rights that it would be unjust to proceed without permitting a set-off (see *Jamieson v. Loureiro*, 2010 BCCA 52 at paragraph 34.) Here, I find Mr. Hill's claim for the bed payment and Dr. Gee's right to the security deposit refund are closely connected as they both arose from the parties' roommate relationship. So, I would set off the parties' debts even if they had not specifically agreed to do so, and I would dismiss Mr. Hill's claim.

18. Although Mr. Hill alleges in submissions that Dr. Gee failed to give proper notice, he does not claim damages for failure to give notice or unpaid rent, so I have not considered that issue.

19. For the above reasons, I dismiss Mr. Hill's claims.

20. 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. Neither party paid any CRT fees or claims any dispute-related expenses, so I make no order for them.

ORDER

21. I dismiss Mr. Hill's claims and this dispute.

Micah Carmody, Tribunal Member