



Civil Resolution Tribunal

Date Issued: October 26, 2022

File: SC-2022-002309

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lam v. Yang*, 2022 BCCRT 1169

BETWEEN:

LUCIA LAM

APPLICANT

AND:

NAN YANG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about a residential rental agreement dating back to 2019. The applicant, Lucia Lam, sublet to the respondent, Nan Yang, the upper 2 floors of a

home Ms. Lam rented from the property's owner JZ. JZ is not a party to this CRT dispute. Ms. Lam claims \$5,000 in damages, as discussed below.

2. Ms. Yang denies owing Ms. Lam any money.
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. 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.

Preliminary matters

8. First, both parties refer to a Residential Tenancy Branch (RTB) proceeding from 2019. Apart from Ms. Lam's written arguments, neither party submitted any documentary evidence. The undisputed evidence before me is that Ms. Lam sublet rooms in the property to Ms. Yang. They both appear to agree that on JZ's application the RTB concluded that Ms. Lam's (and apparently Ms. Yang's) tenancies had ended. In the circumstances and in the absence of any documentation from the RTB before me, I find Ms. Lam's claim is for debt or damages and that it falls within the CRT's jurisdiction. I note the RTB has exclusive jurisdiction to grant statutory entitlements under the *Residential Tenancy Act* (RTA) and I find the RTA does not apply to Ms. Lam's CRT claim.
9. Second, in their arguments Ms. Lam says their financial loss totals \$14,488 for damages arising from the parties' rental agreement. I find Ms. Lam's claim is limited to \$5,000, because that is all they claimed in the Dispute Notice and because \$5,000 is the CRT's monetary limit in small claims matters.
10. Third, Ms. Lam in their submissions also alleges Ms. Yang defamed Ms. Lam, which loss Ms. Lam values at an additional \$2,000. Under CRTA section 119 the CRT expressly has no jurisdiction over libel and slander, which includes defamation. So, I make no findings about the alleged defamation, which I also find was not included in the Dispute Notice and so I find it is not before me in any event. I say this because Ms. Lam framed their claim in the dispute notice as "money I lost due to them not keeping the agreement" and "money I lost due to their actions". I find those descriptions apply to the rental agreement issue discussed below, and not to the alleged defamation.
11. Fourth, Ms. Yang refers to Ms. Lam still owing her \$275 for a deposit. I make no findings about the \$275 deposit, as Ms. Yang did not file a counterclaim. I say the same about Ms. Yang's request for the \$100 she says she paid the RTB, though I note I would have declined to grant that remedy as I find it is within the RTB's jurisdiction to control its own process.

ISSUE

12. Is Ms. Lam entitled to \$5,000 in damages for alleged breach of contract?

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, as the applicant Ms. Lam must prove their claim on a balance of probabilities (meaning “more likely than not”). I have read the parties’ arguments but refer only to what I find relevant to provide context for my decision. As noted, neither party provided any documentary evidence (Ms. Lam’s submitted evidence items were simply copies of her written arguments), despite having the opportunity to do so. Similarly, I also note Ms. Lam chose not to provide any final reply submissions.
14. Ms. Lam’s claim is somewhat unclear. Ms. Lam claims \$5,000 for “money I lost due to their actions”. It appears Ms. Lam argues that Ms. Yang and JZ conspired in some fashion to cause Ms. Lam’s tenancy with JZ to end under the RTB’s order. As noted, JZ is not a party to this CRT dispute. In their submissions, Ms. Lam also refers to a corporation, Creative Social Enterprises Ltd. (CSE), but CSE is also not a party to this CRT dispute. It is not clear what CSE’s role in the parties’ agreement may have been.
15. In their submissions, Ms. Lam says as a result of JZ’s and Ms. Yang’s alleged misconduct, Ms. Lam has lost \$1,525 per month from November 15, 2019 to August 2020, which Ms. Lam says is \$14,488 based on 9.5 months. As noted, the CRT’s monetary limit is \$5,000 and Ms. Lam’s claim is limited to that amount.
16. The difficulty for Ms. Lam is that they provided no evidence whatsoever to support their claim. There is no rental agreement in evidence between the parties. There is no supporting evidence that Ms. Yang is to blame that Ms. Lam’s tenancy agreement with JZ ended. There is also no supporting evidence that Ms. Yang has failed to pay any rent that was due.

17. Further, Ms. Lam's claim is out of time in any event. The *Limitation Act* (LA) applies to the CRT. Under the LA, an applicant like Ms. Lam had 2 years to start a claim against Ms. Yang from the date Ms. Lam discovered their loss. The running of time stopped when Ms. Lam filed their CRT application on March 31, 2022. This means that if Ms. Lam's claim arose before March 31, 2020, her claim is out of time. Based on Ms. Lam's own submissions, the RTB issued its decision on December 17, 2019, ending the tenancies on JZ's property. So, Ms. Lam's claim is out of time.

18. Given my conclusions above, I dismiss Ms. Lam's claim.

19. 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 any fees and neither claims dispute-related expenses.

ORDER

20. I dismiss Ms. Lam's claims and this dispute.

Shelley Lopez, Vice Chair