



Civil Resolution Tribunal

Date Issued: January 10, 2023

File: SC-2022-003276

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Desfosses v. Peppar*, 2023 BCCRT 24

BETWEEN:

BRIAN DESFOSSÉS

APPLICANT

AND:

ANGELA PEPPAR and JAMES MUNRO

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This is a roommate dispute. The applicant, Brian Desfosses, lives in a separate suite in a house shared with his co-tenants, the respondents Angela Peppar and James

Munro. Together with the house's other tenants who are not parties to this CRT dispute, the parties undisputedly agreed to share utility expenses. Mr. Desfosses claims \$1,449.42 for the respondents' share of outstanding BC Hydro bills.

2. The respondents say Mr. Desfosses owes Miss Peppar for his share of cable/internet and so they owe him nothing (though at the time this proceeding started they said they owed him \$56.42). The respondents did not file a counterclaim.
3. Mr. Desfosses is self-represented. Miss Peppar represents the respondents.

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 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 over debt and damages.

ISSUES

9. The issues in this dispute are whether the respondents owe Mr. Desfosses the claimed \$1,449.42 for BC Hydro expenses and whether the respondents are entitled to any set-off for cable/internet expenses they say Mr. Desfosses owes Miss Peppar.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant Mr. Desfosses must prove his 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.
11. The parties agree about the following general background. Several years ago they rented a house together under a single tenancy agreement. They have no formal written roommate agreement. The parties would reconcile household utility expenses and they would pay their respective shares. In particular, the parties agreed Mr. Desfosses would put the BC Hydro account for the house in his name and collect from the respondents their share. The parties also agreed Miss Peppar would put the cable/internet account in her name and collect from Mr. Desfosses his share. The parties still share the same house.

12. Mr. Desfosses says the parties exchanged utility bills and paid any difference, until August 2021 when he says the parties stopped making utility payments to each other. The respondents appear to deny this but as discussed further below provided insufficient evidence about payments.
13. Mr. Desfosses claims a total of \$1,449.42 for BC Hydro utility charges, as set out in the May 25, 2022 Dispute Notice that started this proceeding. I find I cannot consider any BC Hydro bills issued after that date as I find the Dispute Notice framed the claim and so those later bills are not properly before me in this dispute. This means I have not considered the submitted \$619.16 and \$228.15 bills that BC Hydro issued after Mr. Desfosses' CRT application, covering the periods between April 21 and August 18, 2022. Nothing in this decision prevents Mr. Desfosses from starting another dispute to collect on those later unpaid bills.
14. So, I find Mr. Desfosses' claim is based on the following bills in evidence that BC Hydro issued at the end of each billing period, which total \$6,099.20:
 - a. \$521.26 for the period June 19 to August 19, 2021,
 - b. \$1,106.59 for the period August 20 to October 20, 2021,
 - c. \$1,660.72 for the period October 21 to December 17, 2021,
 - d. \$1,680.46 for the period December 18, 2021 to February 17, 2022, and
 - e. \$1,130.17 for the period February 18 to April 20, 2022.
15. Notably, Mr. Desfosses does not explain how the BC Hydro bills were to be split among the house's occupants. He also does not explain how he arrived at the claimed \$1,449.42.
16. However, the respondents do not deny failing to reimburse Mr. Desfosses for their shares of the BC Hydro bill. I find it likely that the parties' agreement was that each of the home's occupants would be responsible for an equal share of the utilities. This is consistent with Miss Peppar's handwritten summary of bills, which showed there

were 4 units in the house, 2 of which were occupied by 2 people, and that each of the 6 occupants were responsible for an equal BC Hydro share. Mr. Desfosses did not dispute this breakdown.

17. I note that while the respondents say they have asked Mr. Desfosses for receipts for the BC Hydro expenses they have paid, they did not specify when those payments were allegedly made. They also provided no evidence of making any such payments. So, I find it unproven they made any.
18. That said, I still cannot reconcile the \$6,099.20 total and the \$1,449.42 claimed. The evidence before me shows the respondents paid their expenses together. Their combined 2/6th share of the \$6,099.20 is \$2,033.07. However, since Mr. Desfosses only claims \$1,449.42, that is all I allow. I find the respondents are jointly and severally liable for this amount, because as noted the respondents paid their expenses together.
19. The respondents' central defence is that they say Mr. Desfosses owes Miss Peppar for cable/internet. The respondents did not file a counterclaim so I infer they ask me to make a set-off against any award to Mr. Desfosses for the BC Hydro bills. A set-off may be appropriate where there is a sufficient connection between the set-off request and the award granted to the applicant and where the set-off amounts are proven.
20. Mr. Desfosses admits he also agreed to split cable/internet but says the respondents have failed to produce the actual Shaw bills, despite multiple requests. The email messages in evidence show Miss Peppar repeatedly refused to provide Mr. Desfosses with the copies of the bills. Despite Mr. Desfosses clearly raising in this CRT dispute the issue of his needing to see the actual cable/internet bills, the respondents also failed to submit them in evidence. Instead, Miss Peppar submitted only her own handwritten receipts and reconciliation plus a copy of her contract with Shaw. I find these are insufficient. I acknowledge that the respondents say the cable/internet was \$199 "every month" plus a one-time \$50 charge for a "pod", which is arguably consistent with the Shaw agreement in evidence. Yet, Mr. Desfosses

argues there may have been credits for service disruptions and as noted Miss Peppar refused to provide copies of the Shaw bills.

21. I find the actual cable/internet bills from Shaw are clearly relevant and I find Miss Peppar would have been able to easily produce them. She submitted no explanation for not doing so. I also find the evidence unclear about the amount that each of the home's occupants owed for cable/internet, as the evidence indicates it may not be the same arrangement as for the BC Hydro expenses. Further, Miss Peppar submitted a December 31, 2021 receipt from Mr. Desfosses for \$920, with a memo line indicating it covered his cable/internet for the period between January and December, 2021. Mr. Desfosses says he obtained his own internet service in April 2022 when Ms. Peppar removed his access to the house's Wifi. Given the above lack of evidence, I find it unproven that Mr. Desfosses owes Ms. Peppar for cable/internet expenses incurred between January and April 2022. So, I decline to make any set-off for cable/internet.
22. The *Court Order Interest Act* (COIA) applies to the CRT. I find Mr. Desfosses is entitled to pre-judgment interest under the COIA on the \$1,449.42. Calculated from Mr. Desfosses' CRT application date of May 12, 2022 (a date I find reasonable) to the date of this decision, this interest equals \$15.08.
23. 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. As Mr. Desfosses was successful, I find he is entitled to reimbursement of \$125 for paid CRT fees. He did not claim dispute-related expenses.

ORDERS

24. Within 21 days of this decision, I order the respondents, jointly and severally, to pay Mr. Desfosses a total of \$1,589.50, broken down as follows:
- a. \$1,449.42 in debt,
 - b. \$15.08 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
25. Mr. Desfosses is entitled to post-judgment interest, as applicable.
26. 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.

Shelley Lopez, Vice Chair