



# Civil Resolution Tribunal

Date Issued: February 14, 2023

File: SC-2022-004256

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Harris v. True Key Hotels & Resorts Ltd.*, 2023 BCCRT 137

BETWEEN:

JOSEPH HARRIS

**APPLICANT**

AND:

TRUE KEY HOTELS & RESORTS LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about a hotel stay. The applicant, Joseph Harris, stayed at a hotel operated by the respondent, True Key Hotels & Resorts Ltd. (True Key). Mr. Harris's room was burglarized on his last night, resulting in several of his items being stolen. Mr. Harris seeks \$1,132.93, which he says is the property's value minus what his

insurance company paid him, plus depreciation, and compensation for trauma and the value of his electronic data.

2. True Key says it was Mr. Harris's own negligence that led to his belongings being stolen. True Key also says Mr. Harris has already been compensated by his insurance company. It denies owing Mr. Harris any money.
3. Mr. Harris represents himself. True Key is represented by a representative of its insurer.

## **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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that 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 that 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.

## **ISSUE**

8. The issue in this dispute is whether True Key is responsible for Mr. Harris's stolen belongings and, if so, what is the appropriate remedy.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant Mr. Harris must prove his claims on a balance of probabilities (meaning "more likely than not"). While I have read all of the parties' submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. The background facts are not in dispute. Mr. Harris was a guest at True Key's property, in Suite 114A. On February 18, 2022, the day of Mr. Harris's departure, his room was burglarized while he slept. The unknown person stole Mr. Harris's luggage, laptop, passport, and wallet. When he woke up that morning, Mr. Harris noticed his belongings were missing and reported it to hotel staff who called the police.
11. True Key says it has electronic door locks on its suites. It provided a printout from its door system which shows that Suite 114A's door was opened/closed on February 17 at 5:21 pm and then opened/closed again at 6:44 am on February 18. It is undisputed this was Mr. Harris entering his room at night and leaving in the morning. There is no indication anyone other than Mr. Harris entered the room through the suite's electronic door. There were also no signs of forced entry.
12. Instead, True Key says Mr. Harris left his ground floor patio door unlocked. It says this is likely how the intruder got into Mr. Harris's suite. True Key argues it was Mr. Harris's own negligence of leaving the patio door unlocked that led to the missing

belongings. In contrast, Mr. Harris argues True Key failed to ensure he could safely sleep in his room without his life or property being endangered.

13. True Key relies on the *Hotel Keepers Act*. Section 3 of the *Hotel Keepers Act* says no innkeeper is liable for a guest's loss of or injury to property brought to the inn unless the property was stolen, lost, or injured by the innkeeper's wilful act, default, or neglect, or if it was deposited directly with the innkeeper for safe keeping.
14. Here, I find there is simply no evidence True Key was negligent. Notably, Mr. Harris does not deny he left the ground floor patio door unlocked and I accept that he did. Instead, he argues True Key has made no effort to "correct their safety discrepancies". However, Mr. Harris does not say what True Key should have done differently to protect his property. On balance, I find Mr. Harris has not shown True Key was negligent or should be held responsible for his stolen belongings.
15. Even if I had found True Key was negligent, Mr. Harris failed to provide any evidence in support of his claimed damages. He did not provide any original receipts or replacement cost for the missing items, nor did he provide any information about how much he has been reimbursed by his insurance company to date, or the amount of his insurance deductible. So, I would have dismissed Mr. Harris's claim for damages as unproven in any event.
16. I dismiss Mr. Harris's claims.
17. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As the Mr. Harris was not successful, I find he is not entitled to reimbursement of his paid tribunal fees. True Key was successful but did not pay any tribunal fees or claim dispute-related expenses.

## **ORDER**

18. Mr. Harris's claims, and this dispute, are dismissed.

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Andrea Ritchie, Vice Chair