



# Civil Resolution Tribunal

Date Issued: December 20, 2023

File: SC-2023-001919

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Raghoebier v. Hoyte-Charles*, 2023 BCCRT 1119

BETWEEN:

VALERIE RAGHOEBIER

**APPLICANT**

AND:

AKEEM HOYTE-CHARLES

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about damaged wooden floors. The applicant, Valerie Raghoebier, and the respondent, Akeem Hoyte-Charles, are former roommates. Ms. Raghoebier says Mr. Hoyte-Charles damaged their rental property's wooden flooring when he moved out, resulting in \$1,530.38 in repair costs. Ms. Raghoebier claims reimbursement of \$1,230.38, the outstanding repair cost after deducting Mr. Hoyte-Charles' \$300 damage deposit.

2. Mr. Hoyte-Charles denies financial responsibility for the damage.
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.
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. In some respects, the parties in 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. 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.
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.

## ***Evidence***

8. I was unable to open several pieces of Ms. Raghoebier's evidence. At my request, CRT staff asked Ms. Raghoebier to resubmit the evidence, which I was able to view. Normally, I would ask Mr. Hoyte-Charles to confirm whether he was able to view Ms. Raghoebier's evidence. However, here I find it unnecessary to do so, given Mr.

Hoyte-Charles declined to participate in the CRT's tribunal decision process. Parties are told to contact the CRT if they are unable to view any evidence. In the absence of any such contact from Mr. Hoyte-Charles, I infer he was able to view it or chose not to try.

## **ISSUE**

9. The issue in this dispute is whether Mr. Hoyte-Charles damaged the wooden floor, and whether Ms. Raghoebier is entitled to the \$1,230.38 repair cost.

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, the applicant Ms. Raghoebier must prove her claim on a balance of probabilities (meaning "more likely than not"). I have read all of the parties' submitted evidence and arguments, but have only addressed those necessary to explain my decision.
11. Mr. Hoyte-Charles did not provide any written submissions or documentary evidence in this dispute, despite CRT staff giving him multiple opportunities to do so. In Mr. Hoyte-Charles' Dispute Response, filed at the outset of this proceeding, he argued he was not a lease signatory, so is not responsible for any damage. Generally, Mr. Hoyte-Charles alleged he "did nothing wrong".
12. The evidence shows that when Mr. Hoyte-Charles moved out of the parties' shared rental, there were several large scrapes to the wood floor. Text messages in evidence show that both Ms. Raghoebier and the parties' building manager, MC, spoke with Mr. Hoyte-Charles about the damage. The text messages between MC and Mr. Hoyte-Charles indicate MC organized for the floor's repair, which Ms. Raghoebier paid for, and notified Mr. Hoyte-Charles of the \$1,230.38 outstanding balance after deducting his damage deposit. In the messages with MC, Mr. Hoyte-Charles did not explicitly say he caused the damage, but agreed to a \$300 per month payment plan, to be paid directly to Ms. Raghoebier. It is undisputed Mr. Hoyte-Charles failed to make any payments.

13. MC also provided a witness statement in evidence. In the letter they state Ms. Raghoebier asked them to view the rental's floors the same day Mr. Hoyte-Charles moved out and they noticed the fresh damage. MC states that when they asked Mr. Hoyte-Charles about the damage, he acknowledged he was responsible and that he intended to take care of it. MC said they acted as a "go between" for the parties and negotiated a payment plan between them, which Mr. Hoyte-Charles agreed to. MC's conversation with Mr. Hoyte-Charles is hearsay evidence. However, 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, including hearsay evidence. Here, I find the hearsay statements are relevant, reliable, and admissible. As noted above, Mr. Hoyte-Charles was given an opportunity to provide submissions and evidence, and chose not to do so.
14. On balance, I find Mr. Hoyte-Charles damaged the wooden floor when he moved out of the parties' rental. I find he must reimburse Ms. Raghoebier the \$1,230.38 in repair costs, which is supported by an invoice.
15. Ms. Raghoebier is also entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from July 7, 2022, the date of the invoice marked "paid", this equals \$66.22.
16. 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 Ms. Raghoebier was successful, Mr. Hoyte-Charles must reimburse her \$125 in paid tribunal fees. Ms. Raghoebier did not claim any dispute-related expenses.

## **ORDERS**

17. Within 21 days of the date of this decision, I order Mr. Hoyte-Charles to pay Ms. Raghoebier a total of \$1,421.60, broken down as follows:
- a. \$1,230.38 in damages,
  - b. \$66.22 in pre-judgment interest under the *Court Order Interest Act*, and

c. \$125 in tribunal fees.

18. Ms. Raghoebier is also entitled to post-judgment interest, as applicable.

19. 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.

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Andrea Ritchie, Vice Chair