



Civil Resolution Tribunal

Date Issued: January 5, 2024

File: SC-2023-000777

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ryan v. Mangat*, 2024 BCCRT 11

BETWEEN:

JESSICA RYAN, KATIE CLARKE and GEMMA GREIG

APPLICANTS

AND:

RICK MANGAT

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. The applicants, Jessica Ryan, Katie Clarke, and Gemma Greig, are former tenants of the respondent, Rick Mangat. The applicants say they collectively paid the respondent \$2,176.98 to compensate RP, the owner of the apartment below, for water damage. RP is not a party to this dispute. The applicants say the respondent did not pay RP, which resulted in RP starting a separate Civil Resolution Tribunal

(CRT) dispute again them. The applicants ask for an order that the respondent return the \$2,176.98 they paid.

2. The respondent disputes the applicants' claims. The respondent says the applicants agreed to settle for \$2,176.98. The respondent also says the applicants authorized the respondent to settle the CRT claim with RP, and the respondent did so.
3. The parties are all self-represented.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. 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.
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.
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 submissions, the respondent asked the CRT to determine whether this dispute should be adjudicated by the Residential Tenancy Branch (RTB). Residential tenancy disputes are generally within the exclusive jurisdiction of the RTB under the

Residential Tenancy Act (RTA). However, this dispute is not about the parties' tenancy agreement. Rather, I find the subject matter of this dispute is the parties' agreement to pay a third party for damage. So, I find this dispute falls within the CRT's small claims jurisdiction for debt and damages under CRTA section 118.

ISSUE

9. The issue in this dispute is whether the respondent must repay the applicants \$2,176.98.

EVIDENCE AND ANALYSIS

10. In this civil proceeding, the applicants must prove their claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties' submissions and evidence but refer only to what I find necessary to explain my decision.
11. The applicants say they paid the respondent \$2,176.98 in April 2022 in good faith because the respondent told the applicants they would then pay that money to RP for water damage to RP's apartment. The respondent did not dispute this hearsay evidence. The respondent also provided a February 8, 2022 demand letter from RP's lawyer to the respondent demanding \$2,177 from the respondent as compensation for water damage to RP's apartment. Given the above, I find the applicants agreed to pay the respondent \$2,176.98 to compensate RP for the water damage. I note that the applicants dispute causing the water damage to RP's apartment. However, nothing turns on this because I find the applicants agreed to pay \$2,176.98 for the water damage.
12. The applicants say the respondent kept the \$2,176.98 they paid instead of transferring it to RP. They say the respondent failing to pay RP resulted in RP filing a CRT dispute against all of them. The applicants say they want their \$2,176.98 payment returned because they have no proof that the respondent settled the CRT

claim with RP. For the following reasons, I find this allegation unproven, and I dismiss the applicants' claims.

13. By way of brief background, RP initiated a CRT dispute, SC-2022-005208, about the water damage on July 29, 2022. The parties in this dispute were all named respondents in SC-2022-005208. At my request, CRT staff confirmed SC-2022-005208 was withdrawn on February 17, 2023.
14. As noted, the respondent says the applicants agreed to settle for \$2,176.98. The applicants did not deny this. The respondent also says the applicants authorized the respondent to settle the CRT claim with RP, and the respondent did so.
15. In an August 27, 2022 text message, one of the applicants told the respondent they felt at ease now knowing the respondent held onto the applicants' money instead of giving it to RP straight away, but said it would have been better if the respondent had communicated about this sooner. They also said they felt the applicants and the respondent have to "tackle this as a team". None of the parties explained why the respondent did not pay RP in April 2022 when they undisputedly received \$2,176.98 from the applicants. However, I find the text message above shows the applicants did not object to the respondent delaying payment to RP in August 2022, after RP had initiated SC-2022-005208. So, I find the evidence does not support a finding that the parties had an agreement that the respondent was required to pay RP immediately in April 2022.
16. With regards to RP's CRT claim, contrary to the applicants' position, I find the evidence shows the respondent settled SC-2022-005038 with RP. I also find the respondent likely did so with the applicants' consent. Text messages between the parties in January 2023 show all three applicants agreed the parties should pay RP and settle. The respondent also provided a signed July 27, 2023 statement from RP. In their statement, RP said they settled SC-2022-005208 by agreement with the respondent, and then withdrew their claim. As noted, SC-2022-005028 was withdrawn on February 17, 2023. None of the parties detailed the alleged settlement. However, given the above text messages, RP's statement and the respondent's

undisputed submission that the applicants agreed to settle for \$2,176.98, I infer it likely included the respondent paying RP at least \$2,176.98 for the water damage.

17. As noted, the applicants have the burden of proving their claims. I find the evidence shows the applicants agreed to pay the respondent \$2,176.98 to compensate RP for water damage. The evidence does not show that the respondent or RP are seeking any further compensation from the applicants, or that the applicants were required to make any further payments to either the respondent or RP. Finally, the respondent settled CRT dispute SC-2022-005028 with RP, and it was withdrawn. So, I find the applicants have not proven there is any basis to order the respondent to repay the applicants \$2,176.98.

CRT fees and expenses

18. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As the applicants were unsuccessful, I dismiss their fee claim. The respondent did not pay CRT fees and none of the parties claimed dispute-related expenses.

ORDER

19. I dismiss the applicants' claims and this dispute.

Leah Volkers, Tribunal Member