



Civil Resolution Tribunal

Date Issued: February 9, 2024

File: SC-2023-004003

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Rangj v. Faria*, 2024 BCCRT 131

BETWEEN:

DARSHAN RANGI

APPLICANT

AND:

LUIS FERNANDO GOMES FARIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about unpaid rent and utilities. The applicant, Darshan Rangj, rented part of their home to the respondent, Luis Fernando Gomes Faria. The applicant claims \$800 for unpaid rent and \$192.63 for unpaid utilities.
2. The respondent agrees he left on short notice and says he thought he paid enough to the applicant.

3. Both parties are 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. 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.
8. Residential tenancy disputes are generally within the exclusive jurisdiction of the Residential Tenancy Branch (RTB) under the *Residential Tenancy Act* (RTA). However, the RTB declines jurisdiction over shared accommodation disputes, such as 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.

ISSUE

9. The issue in this dispute is whether the respondent owes the applicant for unpaid rent and utility bills and, if so, how much.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant must prove their 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. The respondent did not provide any documentary evidence, despite the opportunity to do so.
11. The respondent’s sister-in-law, MP, arranged with the applicant for the respondent to move into the applicant’s home starting December 1, 2022. The parties’ agreement was that the respondent would pay \$800 per month in rent and 50% of the BC Hydro bill.
12. Although the parties planned for the respondent to stay until the summer of 2023, the respondent left suddenly sometime in February 2023. It is undisputed that the respondent left the residence a mess and with discarded furniture. MP provided a statement in this dispute where she explains that after the respondent moved out, the applicant was unable to contact the respondent so asked MP for help. MP was also unable to get a response from the respondent, so she and her family members cleaned the residence and removed the respondent’s furniture on March 25, 2023.
13. The applicant seeks rent for March 2023 as they were unable to rent the space because of the respondent’s left behind items. The applicant also seeks payment for February and March’s hydro bill.
14. In their initial Dispute Response, the respondent agreed they owed the applicant the amounts claimed. However, in submissions, the respondent says they thought they already paid enough for hydro and rent. Although the respondent refers to a security

deposit, they did not provide any evidence that a deposit was paid, or the deposit's value.

15. I find it was an implied term of the parties' agreement that either party would give the other reasonable notice before ending the agreement and that the space would be left vacant and reasonably clean. Here, in the circumstances of a month-to-month, informal agreement, I find 1 month is reasonable notice. The respondent admittedly gave the applicant short notice, significantly less than a month, and left behind large belongings. I find the respondent breached the implied terms of reasonable notice and to leave the space vacant and reasonably clean. As a result, I find the applicant is entitled to the \$800 for March's rent.
16. As for the utilities, the BC Hydro bill is \$385.27 for 58 days from February 8 to April 6, 2023. In the Dispute Notice, the applicant initially valued the BC Hydro bill at \$548.17, but in submissions reduced this amount to \$385.27, which is supported by a bill in evidence. I find the respondent is responsible for paying their portion of the utility expenses for the time they should have provided reasonable notice. This means the respondent must pay 50% of the hydro expenses from February 8 to March 31, 2023, or 52 days. This equals \$172.71.
17. The *Court Order Interest Act* applies to CRT. The applicant is entitled to pre-judgment interest on the \$800 unpaid rent from March 1, 2023, the date it was due. This equals \$36.42. The applicant is also entitled to pre-judgment interest on the \$172.71 for hydro expenses from April 12, 2023, the invoice's date. This equals \$6.98. In total, the applicant is entitled to \$43.40 in pre-judgment interest.
18. 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 they were successful, the applicant is entitled to reimbursement of \$125 in tribunal fees, and \$11.36 in reasonable dispute-related expenses.

ORDERS

19. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$1,152.47, broken down as follows:
- a. \$972.71 in debt,
 - b. \$43.40 in pre-judgment interest under the *Court Order Interest Act*,
 - c. \$125 in tribunal fees; and
 - d. \$11.36 in dispute-related expenses.
20. The applicant is also entitled to post-judgment interest, as applicable.
21. 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.

Andrea Ritchie, Vice Chair