



Civil Resolution Tribunal

Date Issued: April 24, 2024

File: SC-2023-002451

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cooper v. Wiley*, 2024 BCCRT 397

B E T W E E N :

JACK WILLIAM COOPER

APPLICANT

A N D :

GLENN CAMERON WILEY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This is a roommate dispute. Jack William Cooper rented a room from Glenn Cameron Wiley starting on December 10, 2022. Mr. Cooper says Mr. Wiley forced him to move out on January 4, 2023 without notice, but refused to refund him his rent or damage deposit. Mr. Cooper collectively claims \$2,879.65 for reimbursement of his paid January 2023 rent, his damage deposit, and motel costs.

2. Mr. Wiley says Mr. Cooper abandoned the room without notice and is not entitled to a refund of his rent or damage deposit.
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.
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. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. I note the decision *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I decided to hear this dispute through written submissions.
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 court.
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 roommate disputes like this one. So, I

find this dispute falls within the CRT's small claims jurisdiction for debt and damages under CRTA section 118.

ISSUES

9. The issues in this dispute are:
 - a. Did either Mr. Wiley or Mr. Cooper breach the parties' agreement?
 - b. To what extent, if any, is Mr. Cooper entitled to his claimed damages for lost rent, his damage deposit, and motel costs?

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Mr. Cooper must prove his 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 parties undisputedly entered into a standard form RTB residential tenancy agreement on December 10, 2022. While the RTA does not apply here, to the extent the parties incorporated RTA terms into their agreement by using the RTB form, those are contractual terms that bind the parties. Under the agreement, Mr. Cooper was required to pay Mr. Wiley \$1,100 monthly rent and a \$550 damage deposit. The agreement was for a fixed term ending April 15, 2023, and would continue on a month by month basis after that time unless Mr. Cooper gave notice. Under the agreement, Mr. Wiley could only end the tenancy as permitted by the RTA, or by mutual agreement with Mr. Cooper. The agreement addendum set out further terms that Mr. Cooper agreed to follow during the rental period, including not having stereo sound volume in excess of the "14" setting on the DeWalt speaker or an equivalent volume setting, and participating in weekly cleaning, among other rules.

Did either party breach the agreement?

12. It is undisputed that the parties' roommate relationship broke down shortly after Mr. Cooper moved in. Mr. Cooper says that on January 4, 2023, Mr. Wiley told him to find other accommodation, and that he had arranged a viewing of Mr. Cooper's room that afternoon. Mr. Cooper also says Mr. Wiley messaged him later that day to say he had another viewing the next day. Mr. Cooper says he did not receive any formal notice to move out. Mr. Cooper says he moved out immediately. Mr. Cooper submitted a pre-authorization for a hotel charge on January 4, 2023, so I find he moved out on January 4, 2023. Mr. Cooper says Mr. Wiley refused to return any rent or his damage deposit.
13. For his part, Mr. Wiley says Mr. Cooper abandoned the room without notice because he had issues with music being played in Mr. Wiley's bedroom. Mr. Wiley says Mr. Cooper did not give proper notice before moving out, and was given opportunities to complete the damage inspection report in order to collect the damage deposit but did not do so. Mr. Wiley did not specifically address Mr. Cooper's submissions about what happened on January 4, 2023.
14. I accept Mr. Cooper had issues with Mr. Wiley playing loud music. Text messages between the parties show that on January 3, 2023, Mr. Wiley told Mr. Cooper he had left a pair of earmuffs on his door for him to try wearing the next time Mr. Wiley's music was bothering him. Mr. Cooper himself says that Mr. Wiley was turning up the bass very loud, which he says affected his quiet enjoyment of his rented room.
15. I do not accept Mr. Wiley's allegation that Mr. Cooper abandoned the room without notice, in breach of the parties' agreement. On balance, I prefer Mr. Cooper's submissions about what happened on January 4, 2023 because they are consistent with the parties' contemporaneous text messages. In particular, in a January 4, 2023 text message at 10 p.m., Mr. Wiley told Mr. Cooper he had more viewings booked from 2 p.m. onward the following day. Mr. Cooper responded that Mr. Wiley had to give him one month's notice and to return his rent if Mr. Wiley wanted him to leave early. I find these text messages are consistent with Mr. Cooper's submissions that

Mr. Wiley told him to find new accommodation and arranged for people to view Mr. Cooper's room.

16. Notably, Mr. Wiley did not address either Mr. Cooper's allegation that he was asked to move out, nor the text messages that show Mr. Wiley had arranged for other people to view Mr. Cooper's room on January 5, 2023. As noted above, under the parties' agreement, Mr. Cooper rented a room for a fixed term until mid-April 2023. Absent any explanation from Mr. Wiley about why he was showing Mr. Cooper's room over 4 months before the end of the fixed term, I find Mr. Wiley likely did so to re-rent Mr. Cooper's room to a third party before the end of the fixed term. Although the text messages themselves do not show Mr. Wiley explicitly told Mr. Cooper to move out, Mr. Wiley did not specifically deny doing so. Based on Mr. Wiley's text message telling Mr. Cooper on January 4, 2023 that he was showing Mr. Cooper's room the next day and Mr. Cooper's response the same day, I find the available evidence supports a finding that Mr. Wiley told Mr. Cooper to move out. In doing so, I find Mr. Wiley terminated Mr. Cooper's room rental without notice and before the end of the fixed term, contrary to the parties' agreement.
17. The parties' agreement said Mr. Wiley could only terminate the rental before the end of the fixed term as permitted by the RTA. As noted, I have found the parties' agreement incorporated certain RTA terms. Although Mr. Wiley says he did not rent out Mr. Cooper's room, I find his conduct in telling Mr. Cooper to find other accommodation and showing the room to third parties amounted to him evicting Mr. Cooper without notice. Even if Mr. Wiley had cause to terminate the rental, which he did not allege, under the RTA terminating the rental for cause would have required Mr. Wiley to give Mr. Cooper at least one month's notice. The evidence does not show Mr. Wiley did so. Therefore, I find Mr. Wiley breached the parties' agreement by terminating Mr. Cooper's room rental on January 4, 2023 without notice.
18. I turn to the question of damages. Damages for breach of contract are generally meant to put the innocent party in the same position as if the contract had been

performed as agreed. See *Water's Edge Resort v. Canada (Attorney General)*, 2015 BCCA 319.

Mr. Cooper's claimed damages

Damage deposit

19. Mr. Cooper claims reimbursement of the \$550 damage deposit he undisputedly paid. Mr. Wiley says he did not return the damage deposit because the room was not cleaned to a "healthy standard" and there was significant damage during Mr. Cooper's tenancy. However, he provided no documentary evidence to show the room was left dirty or that there was any damage. He also provided no evidence of any costs to fix any alleged damage or clean the room. So, I find this allegation unproven. I find Mr. Wiley must reimburse Mr. Cooper \$550 for the damage deposit.

Rent and motel costs

20. Mr. Cooper claims reimbursement of the \$1,100 he undisputedly paid for January 2023 rent. Mr. Cooper was evicted on January 4, 2023 and did not use the room for the remainder of January 2023. So, I find he is entitled to a refund of the unused portion of his paid January 2023 rent. Mr. Cooper claims \$1,100 for his entire January 2023 rent. However, he used his room until January 4, 2023. So, I find he is only entitled to reimbursement of \$958.06 for 27 days of unused rent.

21. Mr. Cooper also seeks reimbursement of \$1,229.65 in motel costs. He says he did not have time to find alternative accommodation when Mr. Wiley terminated the parties' agreement without notice, and was forced to move into a motel in the interim. I accept that Mr. Cooper had to find alternate accommodation after Mr. Wiley terminated the parties' agreement early. Mr. Cooper provided 3 purchase receipts from a Super8 motel between January 5 and 9, 2023 that collectively total \$890.10. He also provided a \$396.70 pre-authorization receipt from the motel dated January 4, 2023. These receipts support a finding that Mr. Cooper moved to a motel on January 4, 2023 and left around January 9, 2023.

22. Although Mr. Cooper claims \$1,229.65 in motel costs, I find the receipts show he paid only \$890.10 in motel costs. As noted, the \$396.70 motel receipt is a pre-authorization receipt only, and there is no corresponding purchase receipt to show this amount was actually charged. However, based on the reasoning in *Water's Edge*, I find that Mr. Cooper is not entitled to compensation both for the unused January 2023 rent and the motel charges as this would amount to double recovery. Therefore, I decline to award any additional damages for Mr. Cooper's motel costs.
23. In summary, I find Mr. Wiley must pay Mr. Cooper \$550 for the damage deposit and \$958.06 for Mr. Cooper's unused January 2023 rent. This totals \$1,508.06.

Interest, CRT fees and expenses

24. The *Court Order Interest Act* applies to the CRT. Mr. Cooper is reasonably entitled to pre-judgment interest on the \$1,508.06 award from January 4, 2023, the date he moved out, to the date of this decision. This equals \$95.07.
25. 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 Mr. Cooper was largely successful in this dispute, I find he is entitled to reimbursement of \$125 in paid CRT fees. Neither party claimed dispute-related expenses.

ORDERS

26. Within 30 days of the date of this order, I order Mr. Wiley to pay Mr. Cooper a total of \$1,728.13, broken down as follows:
- a. \$1,508.06 in damages,
 - b. \$95.07 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
27. Mr. Cooper is entitled to post-judgment interest, as applicable.

28. This is a validated decision and order. 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.

Leah Volkers, Tribunal Member