



Civil Resolution Tribunal

Date Issued: May 14, 2024

File: SC-2023-004447

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Blair v. Halderman*, 2024 BCCRT 452

BETWEEN:

JARRETT BLAIR

APPLICANT

AND:

FRANK HALDERMAN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

INTRODUCTION

1. This is a dispute between former roommates. The applicant, Jarrett Blair, rented a room in a house where the respondent, Frank Halderman¹, was the “head tenant”,

¹ The CRT has a policy to use inclusive language that does not make assumptions about a person’s gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure that the CRT respectfully addresses them throughout the process, including in published decisions. The

meaning the person who had a rental agreement with the landlord. The applicant says the respondent failed to return his \$370 security deposit and claims this amount.

2. The respondent says that they deducted \$25 from the deposit for damage the applicant allegedly caused and tried to return the remaining \$345 by sending a bank draft by mail. The respondent admits that they sent the bank draft to the wrong address and that the bank draft has not been deposited.
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). CRTA section 2 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. CRTA section 39 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 and that an oral hearing is not necessary.
6. CRTA section 42 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 CRTA section 118, 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.

respondent, Frank Halderman, did not provide their pronouns or title. Because of this, I will use gender neutral pronouns to refer to the respondent throughout this decision, intending no disrespect.

Preliminary Issues

8. First, 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 the RTA does not apply, and this is a contractual roommate dispute within the CRT's small claims jurisdiction over debt and damages.
9. Next, the applicant's evidence includes a video that I was unable to open. However, based on the applicant's description of the video, I find the video is likely not relevant to the issue of whether the applicant is entitled to the full \$370 security deposit's return. As a result, and given the low value of this dispute and the CRT's mandate which includes proportionality, I find it unnecessary to ask the applicant to re-upload the video. I make my decision below based on the remaining evidence before me.

ISSUE

10. The issue in this dispute is whether the respondent must return the full \$370 security deposit to the applicant.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, the applicant must prove his claims on a balance of probabilities. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
12. The applicant started renting a room from the respondent on January 1, 2019. The evidence shows the parties had an initial written agreement that applied until April 30, 2019. There was also a later written agreement that included a term from January 1, 2020 to December 31, 2020. There is no evidence that the parties signed any further agreements after this agreement's term ended. However, the applicant's tenancy undisputedly continued until March 31, 2023. I infer the parties agreed the written

terms of their 2020 agreement continued to apply for the remainder of the applicant's tenancy, and that the tenancy continued on a month-to-month basis after December 2020.

13. The applicant paid the respondent a \$370 security deposit on December 7, 2018. In March 2023, the parties agreed to end their agreement as of March 31, 2023. The parties conducted a move-out inspection on March 30. The applicant says that during the inspection, the respondent agreed to return the applicant's full \$370 deposit, despite the parties acknowledging some paint had chipped off a bedroom wall when the applicant removed some Command strips.
14. The evidence shows the applicant emailed the respondent on March 31, 2023 with his mailing address, and asked that the security deposit be returned either by e-transfer or to that address. Instead, on April 13, 2023, the respondent mailed a \$345 bank draft to a different address that the respondent mistakenly believed was the applicant's former address where the applicant's father still lives. The respondent's April 13 letter enclosing the bank draft did not mention that they had made any deductions to the deposit or note any reasons for a deduction. The applicant says he never received the bank draft. The respondent says they confirmed with their bank on July 24, 2023 that the bank draft had not been deposited.
15. The parties' written agreement said that the respondent would return the security deposit within 14 days after the agreement ended, with deductions made for any damage beyond usual wear. The evidence shows, and the respondent also admits, that they sent the \$345 bank draft to the wrong address. Given this, and the respondent's evidence that the bank draft remained undeposited over 3 months after they mailed it, I find it more likely than not that the applicant has not received the security deposit back from the respondent. As the respondent does not dispute that the applicant is entitled to \$345 of the \$370 deposit, I find the respondent owes the applicant at least this amount. The question then is whether the respondent must also return the \$25 they previously deducted for alleged damage.

16. To retain a security deposit, or a portion of it, the party making the allegation bears the burden of proving its entitlement to that deposit. Here, the respondent alleges the applicant left tears in the bedroom's Gyproc wall that needed to be repaired, entitling them to deduct \$25.
17. In their evidence, the respondent says that they spent \$56.25 on April 14 to purchase paint and that they also purchased drywall mud and primer for the repairs. The applicant denies damaging any Gyproc and says the respondent made no mention of this alleged damage prior to this CRT dispute. The applicant also correctly notes that the respondent provided no supporting evidence, such as photographs of the alleged damage or receipts for the supplies they say they purchased for the repairs.
18. As noted above, the applicant says the respondent agreed during the move-out inspection that they would not make any deductions to the \$370 deposit, despite some paint having chipped off a wall. The applicant says the respondent told him that they intended to paint the room in any event.
19. The applicant provided a witness statement from his friend AC, who helped the applicant move out and was present during the move-out inspection. In this witness statement, AC says they witnessed the respondent explicitly tell the applicant that there would be no deductions to the security deposit. Given the lack of any supporting evidence showing the alleged damage and AC's witness statement, I find the respondent has failed to prove that the applicant caused any damage over and above what would normally be expected during a 4-year tenancy. So, I find the respondent is not entitled to make any deductions from the security deposit and I order them to return the full \$370 deposit to the applicant.
20. The *Court Order Interest Act* (COIA) applies to the CRT when there is no agreement about interest between parties. Here, the applicant seeks interest on the \$370 from December 7, 2018, the date he paid the security deposit to the respondent, based on an alleged yearly contractual interest rate of 0.131%. However, the evidence before me does not show that the parties had any agreement that the respondent would return the security deposit with interest at the end of the tenancy. So, I find the parties

did not have an agreement about interest and the COIA applies. Accordingly, I find the applicant is entitled to COIA pre-judgment interest on the \$370 from April 14, 2023, the date by which the respondent was to return the deposit under the parties' written agreement, to the date of this decision. This equals \$19.87.

21. Under CRTA section 49 and the 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 successful party, I find the applicant is entitled to reimbursement of \$75 for his paid CRT fees. Neither party claims any dispute-related expenses, so I award none.

ORDERS

22. Within 14 days of the date of this decision, I order the respondent to pay the applicant a total of \$464.87, broken down as follows:
- a. \$370 in debt for the security deposit,
 - b. \$19.87 in pre-judgment interest under the COIA, and
 - c. \$75 in CRT fees.
23. The applicant is entitled to post-judgment interest, as applicable.
24. 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.

Nav Shukla, Tribunal Member