



Civil Resolution Tribunal

Date Issued: May 27, 2024

File: SC-2023-000378

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bond v. Kipping*, 2024 BCCRT 480

BETWEEN:

JEFFREY WAYNE BOND and NADINE JASMINE BONNETT

APPLICANTS

AND:

ASHLEY KIPPING

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alison Wake

INTRODUCTION

1. This is a dispute between former roommates. The applicants, Jeffrey Wayne Bond and Nadine Jasmine Bonnett, shared a rental property with the respondent, Ashley Kipping. The applicants say that Ms. Kipping left garbage and junk at the property and took their belongings. The applicants claim \$4,000 for allegedly stolen property, unpaid rent, utility bills, and cleaning and disposal costs.

2. Ms. Kipping acknowledges that she donated or otherwise disposed of some of the applicants' belongings, but says that they were unclaimed junk items. The respondent denies owing the applicants anything for these items or for rent, utilities, or cleaning.
3. Mr. Bond is listed as the primary applicant, but I infer from the applicants' submissions that Miss Bonnett represents both applicants. Ms. Kipping is 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 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
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. In some respects, the parties in this dispute call into question each other's credibility, or truthfulness. While credibility issues can in some cases be resolved by an oral hearing, the advantages of an oral hearing must be balanced against the CRT's mandate to resolve disputes in an accessible, speedy, economical, informal and flexible manner. This includes a consideration of what questions turn on credibility, the importance of those questions, and the extent to which cross-examination may assist in answering those questions.¹
6. Here, the parties' general allegations about truthfulness mostly relate to matters that are not at issue in this dispute. The parties have addressed their respective allegedly stolen belongings in their written submissions, and I find it unlikely that cross-examination would assist them further. None of the parties asked for an oral hearing, and the amount of money at stake is relatively small. For these reasons, I decided that the benefit of an oral hearing does not outweigh the efficiency of a hearing by written submissions.

¹ See *Downing v. Strata Plan VR2356*, 2023 BCCA 100 at paragraph 47.

7. 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.
8. 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.
9. 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 the applicants' claims are within the CRT's small claims jurisdiction over debt and damages.

ISSUE

10. The issue in this dispute is whether Ms. Kipping must pay the applicants \$4,000, or any amount, for unpaid rent, bills, cleaning and disposal costs, or their belongings.

EVIDENCE AND ANALYSIS

11. In this civil proceeding, the applicants must prove their claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision. Ms. Kipping provided submissions, but did not provide documentary evidence. The applicants did not provide final reply submissions, despite having the opportunity to do so.
12. The background facts are undisputed. Mr. Bond and Ms. Kipping were roommates in a rental house, with Mr. Bond as the only tenant on the lease with the landlord, who is not a party to this dispute. They agreed to allow Miss Bonnett and her partner, who is also not a party to this dispute, to live in a trailer on the property beginning

November 1, 2021. Miss Bonnett and her partner used the house's kitchen and bathroom, and stored some belongings in the house.

13. Ms. Kipping says that the landlord asked Miss Bonnett and her partner to move off the property by January 31, 2022. The applicants submitted a January 9, 2022 email from the landlord to Mr. Bond, in which the landlord asks Mr. Bond to ensure that other individuals, guests, and pets are removed from the property no later than February 1, 2022. I find nothing turns on this one-day difference, and I accept that Miss Bonnett and her partner were to move out at the end of January.
14. Ms. Kipping says that she and Mr. Bond were given 2 months' notice for eviction, and had to move out by February 28, 2022. While this is not mentioned in the landlord's email described above, the applicants do not dispute this.
15. The applicants claim a total of \$4,000 for allegedly stolen property, unpaid rent, utility bills, and cleaning and disposal costs. The applicants have not provided a breakdown of the total claimed amount, but have identified some specific amounts claimed, which I will discuss below.

Rent and utility bills

16. The applicants claim an unspecified amount for unpaid rent. They provided a handwritten agreement which says that Ms. Kipping will pay \$1,300 per month in rent beginning February 1, 2021. The agreement shows that Ms. Kipping paid \$1,950 on January 20, 2021, including a \$650 damage deposit and \$1,300 for rent. The agreement does not specify whom this amount was paid to, but Ms. Kipping says she paid it to Mr. Bond.
17. However, Ms. Kipping says that she made all of her remaining rent payments to the landlord directly. She acknowledges that she owes the landlord half a month's rent, but says she does not owe anything to Mr. Bond for rent.
18. As noted, the applicants did not provide final reply submissions, so they did not respond to Ms. Kipping's argument on this point. The applicants provided no further

evidence or details in support of their claim for unpaid rent. So, I find they have not proven this aspect of their claim, and I dismiss it.

19. The applicants also claim an unspecified amount for unpaid utility bills, but provided no further detail about what bills they say Ms. Kipping has not paid. Ms. Kipping says, and the applicants do not dispute, that the applicants did not contact her about any unpaid utilities. The applicants did not provide any utility bills in evidence. In the absence of any further details or supporting evidence, I dismiss the applicants' utility bill claim as unproven.

Applicants' belongings

20. The applicants say that they gave Ms. Kipping space and a "grace period" alone in the house to collect her belongings and move out. They say this is because Ms. Kipping was confrontational and hostile, and later because she contracted COVID-19. The applicants say that during this time, Ms. Kipping stole or disposed of their personal belongings.
21. While the applicants do not use this term, I find they allege that Ms. Kipping committed the tort of conversion. To prove conversion, the applicants must show that Ms. Kipping wrongfully handled, disposed of, or destroyed their belongings in a way that interfered with their right to the belongings.² However, Ms. Kipping is not liable in conversion if the applicants abandoned their belongings.³
22. In their Dispute Notice, the applicants say that Ms. Kipping stole two bicycles and unspecified building materials and equipment. Ms. Kipping says that the bicycles were mistakenly taken by friends that were helping her move. In any event, the parties agree that the applicants ultimately recovered the bicycles from Ms. Kipping.
23. Ms. Kipping denies taking any building materials, and the applicants provided no additional details or evidence about the building materials that they say Ms. Kipping stole. So, I find this part of their claim unproven.

² See *Li v. Li*, 2017 BCSC 1312 at paragraphs 213-214.

³ See *Bangle v. Lafreniere*, 2012 BCSC 256 at paragraph 30.

24. In submissions, the applicants provided additional details about the items they say Ms. Kipping stole or disposed of. Specifically, they say Ms. Kipping took a table, ladder, and pressure washer belonging to Mr. Bond, and the following items belonging to Miss Bonnett:
- a. Blankets and pillows,
 - b. Two bookshelves,
 - c. A spa trolley,
 - d. Yoga and health books,
 - e. Tools for Miss Bonnett's Neurotris facial rejuvenation device,
 - f. A hot stones set,
 - g. Decorative crystals and stones,
 - h. Clothing, and
 - i. A sewing machine.
25. Ms. Kipping acknowledges disposing of some of the applicants' belongings. She says that when she moved out, she cleared out the "junk items" that the applicants left behind. She says that Miss Bonnett left a bunch of things in a room, but that it seemed like she had taken what she wanted. Ms. Kipping says that she donated some items, threw some away, and left some at the end of the driveway in a "free" zone.
26. I begin with Mr. Bond's belongings. Ms. Kipping says that the table in question did not belong to Mr. Bond. As the applicants did not provide final reply submissions, they did not address this argument. I note that I was unable to open the photo of the table that the applicants submitted, but I find nothing turns on this because in the absence of a further explanation or evidence from Mr. Bond about his ownership of the table, I find the applicants have not proven that he owned it. So, I find the applicants have not proven conversion of the table.

27. I also find that the applicants have not proven conversion of Mr. Bond's ladder or pressure washer by Ms. Kipping. The applicants provided photographs of these items in evidence, but say that they were stolen by another person who helped Ms. Kipping move. They did not explain this further, and they provided no evidence that Ms. Kipping herself took these items. So, I find the applicants have not proven that Ms. Kipping took Mr. Bond's ladder or pressure washer.
28. I turn to Miss Bonnett's belongings. The applicants provided a screenshot of a post that Miss Bonnett made in a local Facebook group, showing photographs of the two bookshelves and spa trolley that they say Ms. Kipping disposed of. In the post, Miss Bonnett says that Ms. Kipping said that she gave the items away. Ms. Kipping commented on the post, saying in part, "a lot of my belongings were stolen before I donated hers", and "I removed her belongings after her boyfriend held me down by the scruff of my neck".
29. While Ms. Kipping says in submissions that she does not have the applicants' furniture, she does not deny donating it or giving it away. On balance, given Ms. Kipping's admission that she donated or disposed of items the applicants left behind, I find it is more likely than not that Ms. Kipping disposed of the two bookshelves and trolley.
30. The applicants also provided screenshots of several tools for Miss Bonnett's Neurotris facial rejuvenation device. Ms. Kipping says that she has "no use for these odd facial things". While Ms. Kipping may not have a use for these tools, I find this comment supports a finding that she disposed of them, as she admits to disposing of "junk" items that she says the applicants left behind. On balance, I find the applicants have proven conversion of the Neurotris tools against Ms. Kipping.
31. The applicants also provided a photograph of the sewing machine they say Ms. Kipping took or disposed of. Miss Bonnett says that the sewing machine was from the 1970s and belonged to her mother. Miss Bonnett also referred to the sewing machine in the Facebook post described above, in which Ms. Kipping admitted to disposing of Miss Bonnett's belongings. Ms. Kipping does not address the sewing

machine in submissions, and does not deny taking it or disposing of it. On balance, absent any specific denial from Ms. Kipping about the sewing machine, I find the applicants have proven conversion of it.

32. In contrast, the applicants provided no further details or evidence about the blankets, pillows, books, clothing, stones, or decorative items they say Ms. Kipping took. For example, they do not describe how many of each item they say they had, or the colour or size of the items. They provided no photographs of the items or of similar items. While Ms. Kipping does not specifically address these items in her submissions, I find the applicants have not provided sufficient detail about these items for Ms. Kipping to meaningfully respond. In the absence of a description of these items, I dismiss this aspect of the applicants' claim. As the applicants provided no evidence of the market value of these items, I would have found their damages unproven in any event.
33. In summary, I find the applicants have established that Ms. Kipping wrongfully handled, disposed of, or destroyed the two bookshelves, the trolley, the Neurotris accessories, and the sewing machine. I find the applicants' claims about the other items unproven.
34. As noted, Ms. Kipping is not liable in conversion if she can prove that the applicants abandoned the items. Ms. Kipping argues that Miss Bonnett was supposed to have everything off the property by January 31, 2022. However, she provided no evidence, such as photographs, to show that Miss Bonnett's belongings remained on the property after that date.
35. In any event, Miss Bonnett says that Ms. Kipping prevented her from returning to the property to retrieve her belongings, by threatening to call the RCMP if Miss Bonnett went to the house. Miss Bonnett says that she also had no way of contacting Ms. Kipping, because Ms. Kipping blocked her on Facebook and on her phone. Ms. Kipping does not dispute this, and provided no evidence to show that she attempted to contact Miss Bonnett to retrieve her belongings. Miss Bonnett says that she discovered that the items were missing around February 15, 2022, which is only two weeks after she moved out. In the circumstances, I find Ms. Kipping has not shown

that the applicants abandoned their belongings. So, I find she is liable in conversion for taking or disposing of the items described above.

36. The usual remedy for conversion is either an order that the property be returned, or a monetary order for the property's market value. Here, as Ms. Kipping denies having any of the items in her possession, I find a monetary order is appropriate. Although the applicants brought this dispute together, I find it appropriate to award damages to Miss Bonnett as she undisputedly owned the items at issue.
37. The applicants estimate that the bookshelves and trolley are worth \$100. However, they provided no evidence of the market value of these items, such as listings for similar items. The bookshelves and trolley were undisputedly used. On a judgment basis, in the absence of supporting evidence of these items' market value, I award \$60 for them.
38. The applicants provided screenshots of the Neurotris tools. The prices listed for all of the tools total \$685.95. However, I find this is the replacement cost, not the market value. Again, the items were undisputedly used. In the absence of evidence about the market value of these items, on a judgment basis, I award \$250 for them.
39. The applicants say that the value of the sewing machine is unknown, but that it was fully refurbished, and has sentimental value as it was a gift from Miss Bonnett's mother. Sentimental value generally cannot be considered in assessing damages because it makes the assessment too imprecise and uncertain.⁴ However, I accept that the sewing machine had some value, as it had been refurbished and I infer it was functional. While the applicants provided the sewing machine's make and model, they did not provide any evidence of its market value, such as online listings of similar machines. On a judgment basis, I award \$50 for the sewing machine.

⁴ *Smith v. British Columbia*, 2011 BCSC 298 at paragraph 44.

Cleaning and disposal expenses

40. Lastly, the applicants claim an unspecified amount for cleaning and dump fees. They say it took them hours to clean the house after Ms. Kipping moved out. The applicants provided numerous undated photos showing various messes in the house.
41. The applicants also provided a receipt showing they paid \$29.40 to dispose of 140 kilograms of waste at the dump on February 25, 2022. They also provided photographs of a pile of assorted belongings and four large bags of garbage that they say Ms. Kipping left behind.
42. In submissions, Ms. Kipping acknowledges that she left behind “some garbage”. However, Ms. Kipping says that the photographs show messes that are not just hers, and some were taken after parties at the house. The applicants did not respond to this.
43. Based on Ms. Kipping’s acknowledgement, I accept that she left garbage behind for the applicants to dispose of. However, I find it unlikely that the entire 140 kilograms of waste that the applicants took to the dump is attributable to Ms. Kipping. On a judgment basis, I award half of the dump fees, or \$14.70. As it is not clear which of the applicants paid the dump fees, I order Ms. Kipping to pay this amount to the applicants jointly. I make no award for the applicants’ time cleaning the house, as I find they have not proven that any mess other than the garbage was caused by Ms. Kipping.

Summary

44. In summary, I find Miss Bonnett is entitled to \$360 in damages for Ms. Kipping’s conversion of her belongings. Miss Bonnett is entitled to pre-judgment interest on this amount under the *Court Order Interest Act*, from February 15, 2022, the date she says she discovered the items were missing, to the date of this decision. This equals \$28.21.

45. I find the applicants are jointly entitled to \$14.70 for the dump fees to dispose of Ms. Kipping's garbage. The applicants are entitled to pre-judgment interest on this amount from February 25, 2022, the receipt date, to the date of this decision. This equals \$1.15.
46. Lastly, I note that Ms. Kipping says that the applicants stole various belongings of her, including a chef's knife and a snowboard. Ms. Kipping did not file a counterclaim. The applicants deny taking any of Ms. Kipping's belongings, and Ms. Kipping did not provide any evidence in support of this allegation. So, I find Ms. Kipping has not proven that she is entitled to any set-off against the amounts she owes the applicants.

CRT FEES AND EXPENSES

47. 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 applicants were partially successful, I find they are entitled to half of their CRT fees, or \$87.50. Again, as it is not clear which applicant paid the CRT fees, I find they are jointly entitled to reimbursement. None of the parties claimed dispute-related expenses.

ORDERS

48. Within 30 days of this decision, I order Ms. Kipping to pay Miss Bonnett a total of \$388.21, broken down as follows:
- a. \$360 in damages,
 - b. \$28.21 in pre-judgment interest under the *Court Order Interest Act*.
49. Within 30 days of this decision, I order Ms. Kipping to pay the applicants a total of \$103.35, broken down as follows:
- a. \$14.70 in damages,
 - b. \$1.15 in pre-judgment interest under the *Court Order Interest Act*, and

c. \$87.50 in CRT fees.

50. The applicants are entitled to post-judgment interest, as applicable.

51. This is a validated decision and order. Under CRTA section 58.1, 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.

Alison Wake, Tribunal Member