



# Civil Resolution Tribunal

Date Issued: June 19, 2024

File: SC-2023-003549

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Evans v. Singh*, 2024 BCCRT 573

BETWEEN:

DWIGHT JAMES EVANS

**APPLICANT**

AND:

SUPRIYA SINGH

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Leah Volkers

## INTRODUCTION

1. This is a roommate dispute between former romantic partners. Dwight James Evans says he rented an apartment with Supriya Singh for a 6-month fixed term. Mr. Evans says after he moved their belongings in, Ms. Singh broke up with him and did not want to live in the apartment. Mr. Evans says Ms. Singh only paid him for her share of 1-months' rent. Mr. Evans claims a total of \$4,250, and says he wants Ms. Singh

to reimburse him either \$850 per month for the 5 months until the lease expired or \$850 per month for the 12 months he lived in the apartment.

2. Ms. Singh disputes Mr. Evans' claims. She says she never moved in because she did not feel secure with Mr. Evans, and he threatened and abused her. She says she has paid him for 2 months' rent, and she does not owe him anything further.
3. Mr. Evans is self-represented. Ms. Singh is represented by Raymond Jin, an articling student.

## **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. 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 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.

### ***Late Evidence***

8. Mr. Evans provided late evidence with his final reply submissions. Ms. Singh was provided with an opportunity to review and provide submissions on the late evidence, so I find there is no actual prejudice in allowing this late evidence. Consistent with the CRT's flexible mandate, I have allowed and considered this late evidence.

### ***CRT jurisdiction***

9. The CRT does not have jurisdiction over residential tenancy disputes, which are within the exclusive jurisdiction of the director of the Residential Tenancy Branch (RTB) under the *Residential Tenancy Act* (RTA). However, the RTA does not apply to disputes between co-tenants or roommates. It is undisputed that Ms. Singh was a co-tenant. A residential tenancy agreement in evidence lists the parties as co-tenants with a third-party landlord, and the parties resided together briefly at the start of the tenancy. There is no dispute between the parties and the landlord. Rather, the dispute is solely between Mr. Evans and Ms. Singh. For that reason, I find that the RTA does not apply, and this dispute is within the CRT's small claims jurisdiction as set out in section 118 of the CRTA.
10. I also note that the BC Supreme Court has exclusive jurisdiction over the division of family assets and debts under the *Family Law Act* (FLA), which applies to people who are either legally married or who live together in a marriage-like relationship for at least 2 years. The parties are former romantic partners. Ms. Singh says they met in January 2021, which Mr. Evans does not dispute. The parties' submissions indicate that if they lived together at all, it was only briefly in the spring of 2021. Therefore, I find the FLA does not apply, and the CRT has jurisdiction to decide this claim.

### **ISSUE**

11. The issue in this dispute is whether Ms. Singh breached the parties' roommate agreement, and if so, what remedy is appropriate?

## EVIDENCE AND ANALYSIS

12. As the applicant in this civil proceeding, Mr. Evans 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.
13. As noted, Mr. Evans and Ms. Singh are both listed as tenants on a residential tenancy agreement with a third-party landlord for a 6-month fixed term rental between May 1, 2021, and October 31, 2021, continuing on a month-to-month basis afterwards unless the tenants gave notice (RTA agreement). Only Mr. Evans signed the RTA agreement. The landlord is not a party to this dispute.
14. Although Ms. Singh says she agreed to live with Mr. Evans, Ms. Singh argues she is not bound by the RTA agreement because she did not sign it. However, I find nothing turns on whether Ms. Singh signed the RTA agreement itself. As noted, the landlord is not a party to this dispute, and I find Mr. Evans is seeking to enforce the parties' alleged roommate agreement about rent sharing. The RTA agreement is still relevant because it shows the total monthly rent amount (\$1,675) agreed to for the apartment and the rental period. However, it is not determinative of the parties' verbal roommate agreement.
15. Parties can form a contract through their correspondence and their conduct if they show that they agreed to the contract's terms. See *Crosse Estate (Re)*, 2012 BCSC 26, at paragraph 30. As noted, Ms. Singh says she agreed to live with Mr. Evans despite not feeling entirely secure with him. Ms. Singh says she kept her own leased property as well. Ms. Singh says she never actually lived with Mr. Evans. However, Ms. Singh says she paid her share of 2 months' rent, and Mr. Evans himself provided evidence that shows Ms. Singh paid Mr. Evans \$800 for May 2021 rent and \$800 for June 2021 rent. I find Ms. Singh's actions show that she and Mr. Evans verbally agreed to be roommates and to share the rent costs.

16. I note that Ms. Singh also says she agreed to live with Mr. Evans because he pressured her to do so, and paid some rent out of fear of Mr. Evans. So, I find she argues that she agreed to the parties' roommate agreement under duress. Duress is a defence to the enforceability of an agreement. In other words, if Ms. Singh agreed to the parties' roommate agreement under duress, it is not a binding agreement. However, I find it is unnecessary to determine whether Ms. Singh agreed under duress. I say this because even if the parties' roommate agreement was binding at the time it was made, I find Mr. Evans breached the parties' agreement shortly thereafter.
17. Previous CRT decisions have found that roommate agreements generally include an implied term that the parties would treat each other with respect and not intimidate each other during their co-tenancy. See, for example, *Hamada v. Kennedy*, 2024 BCCRT 225. Though previous CRT decisions are not binding on me, I find it appropriate to imply this term here.
18. Ms. Singh says it was impossible for her to move in because Mr. Evans created an environment where she feared for her safety. Ms. Singh says she tried to stay at the apartment with Mr. Evans on May 1, 2021, but says Mr. Evans was aggressive towards her, assaulted her and refused to let her leave the apartment. Ms. Singh says she told Mr. Evans she would pay for May and June rent, but did want to live with him as a result.
19. Mr. Evans says there is no evidence that he was violent, and denies that he was aggressive towards Mr. Singh on May 1, 2021. Mr. Evans says Ms. Singh breached the parties' agreement on May 1, 2021 by "not honouring it" at that time. I find the parties' agreement did not include any obligation for Ms. Singh to physically move in on May 1, 2021. As Ms. Singh undisputedly paid May rent, I find Ms. Singh did not breach the parties' agreement by advising Mr. Evans that she did not want to move at that time.
20. Further, I find the evidence shows that later in May, Mr. Evans was aggressive and intimidating towards Ms. Singh. Mr. Evans sent Ms. Singh a May 24, 2021 email titled

“Angry”. In the email, Mr. Evans said “I’m now smashing the tv your furniture and then I’ll be throwing it all on your property this weekend” (reproduced as written). The following day, Mr. Evans sent another email that said “If you don’t get this sorted out by the time I call you tonight I will end this. Do not block me ever again, do not do this ever again if you have an ounce of respect for us”.

21. Mr. Evans admits that he threatened to destroy Ms. Singh’s property on May 24, 2021. There are criminal charges related to this incident that are unnecessary to detail here. However, despite these admitted threats, Mr. Evans says he was never violent towards Ms. Singh and Ms. Singh was still responsible to pay rent. I disagree. Even if Mr. Evans was not physically violent towards Ms. Singh on May 1, 2021, I find Mr. Evans’ May 2021 emails to Ms. Singh amount to a breach of the implied term to treat Ms. Singh with respect and not intimidate her. As a result, I find Ms. Singh was entitled to terminate the parties’ agreement at the latest, by May 24, 2021. I find it is also reasonable to imply a term that Ms. Singh was entitled to terminate the agreement for safety reasons without notice. As noted, Ms. Singh paid rent for both May and June 2021, so Mr. Evans had at least one month’s notice in any event. It follows that I find Mr. Evans has not shown Ms. Singh breached the parties’ roommate agreement. Therefore, it is unnecessary to address Mr. Evans’ claimed damages, and I dismiss Mr. Evans’ claims.
22. I note that both parties referred to and provided evidence of other criminal charges during the rental period, as well as Mr. Evans’ September 21, 2021 undertaking to not communicate directly or indirectly with Ms. Singh and to not be within 150 metres of her. However, given my findings above, I find it is unnecessary to address these issues further.

### ***CRT fees and expenses***

23. 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. Evans was unsuccessful, I dismiss his claims for

reimbursement of CRT fees and dispute-related expenses. Ms. Singh did not pay any CRT fees. However, in her submissions Ms. Singh claimed \$3,000 in legal fees as a dispute-related expense. Ms. Singh did not provide any invoice or other documentary evidence to support this claimed expense, so I find it unproven. Even if Ms. Singh had provided an invoice, I would not allow the claimed legal fees because the CRT's rules say legal fees are only recoverable in extraordinary cases and this is not an extraordinary case.

## **ORDER**

24. I dismiss Mr. Evans' claims and this dispute.

---

Leah Volkens, Tribunal Member