



# Civil Resolution Tribunal

Date Issued: July 24, 2024

Files: SC-2023-001057,  
SC-CC-2023-008260, and  
SC-CC-2023-008474

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Arthur v. Sung*, 2024 BCCRT 708

BETWEEN:

JOHN CLINTON BOLDUC ARTHUR

**APPLICANT**

AND:

JOSHUA ANDRE SUNG, IMAN WAMBOI HASSAN, and ROBYN  
TERES SANDERSON

**RESPONDENTS**

AND:

JOHN CLINTON BOLDUC ARTHUR

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Megan Stewart

## INTRODUCTION

1. These three linked disputes are between former roommates. They consist of a claim and two counterclaims based on the same facts and similar issues, so I have issued one decision for all three disputes.
2. John Clinton Bolduc Arthur rented a five-bedroom house from a landlord. The landlord is not a party to this dispute. Mr. Arthur rented four of the bedrooms to other people, including Joshua Andre Sung, Iman Wamboi Hassan, and Robyn Teres Sanderson, under individual “homestay contracts”, which I find are essentially roommate or housemate agreements. Mr. Arthur says the respondents conspired with each other to breach their contracts with him. In SC-2023-001507, Mr. Arthur claims:
  - a. \$2,580 for lost rent,
  - b. \$70 to re-advertise the rooms,
  - c. \$700 for time spent to replace the respondents,
  - d. \$350 for Miss Hassan allegedly creating a fire risk, and the obnoxious smell of her candle,
  - e. \$200 - \$1,500 for aggravated or punitive damages to compensate for Mr. Arthur’s “offence”, or to serve as a deterrent, and
  - f. \$600 for Miss Sanderson’s houseguest’s six-night stay.
3. This adds up to between \$4,500 and \$5,800. In the Dispute Notice issued at the start of this proceeding, Mr. Arthur also claimed \$500 for the replacement of a rear exterior door, but he later withdrew this claim, so I have not addressed it further. Given the range, and noting the CRT’s small claims monetary limit of \$5,000, I infer Mr. Arthur abandons any claims above that amount. Mr. Arthur is self-represented.
4. The respondents deny Mr. Arthur’s claims. They say he is the one who breached their contracts, primarily by creating an unsafe living environment.

5. In SC-CC-2023-008260, Mr. Sung counterclaims:
  - a. \$880 for the last month's rent he says he paid upfront when he first contracted with Mr. Arthur,
  - b. \$1,302.54 for shared household expenses he says Mr. Arthur collected from him but did not spend as the parties agreed,
  - c. \$1,080 for fraud,
  - d. \$500 for harm caused by Mr. Arthur's inappropriate behaviour, and
  - e. \$1,000 in punitive damages for Mr. Arthur filing a "malicious" claim, and to serve as a deterrent.

This adds up to \$4,762.54. Mr. Sung is self-represented.

6. In SC-CC-2023-008474, Miss Sanderson counterclaims:
  - a. \$750 for the last month's rent she paid upfront when she first contracted with Mr. Arthur,
  - b. \$229.80 for shared household expenses she says Mr. Arthur collected from her but did not spend as the parties agreed,
  - c. \$1,175 for fraud,
  - d. \$1,000 for harm caused by Mr. Arthur's inappropriate behaviour,
  - e. \$1,000 in punitive damages for Mr. Arthur filing a "malicious" claim, and to serve as a deterrent, and
  - f. \$120 for Mr. Arthur losing or destroying her personal property.

This adds up to \$4,274.80. Miss Sanderson is self-represented.

7. Ms. Hassan is also self-represented. She initially filed a counterclaim, but declined to pay the associated CRT fees, so the counterclaim was closed.

## JURISDICTION AND PROCEDURE

8. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states 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.
9. 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. Some of the evidence in this dispute amounts to a "he said, they said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. I also note in *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the court recognized oral hearings are not necessarily required even where credibility is in issue. Here, the parties did not request an oral hearing. So, in the circumstances of these disputes, described below, and bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find an oral hearing is not necessary. I have made my decision based on the submissions and documentary evidence provided.
10. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court. I was unable to open two pieces of Mr. Arthur's evidence, including correspondence with a third party. Through CRT staff, I asked him to resubmit them in an accessible format, which he did. None of the respondents commented on the resubmitted evidence, though they were given the opportunity to do so. I find the resubmitted evidence relevant, and I considered it in coming to this decision.

11. 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.

### ***Residential Tenancy Act***

12. The CRT does not generally have jurisdiction over residential tenancy disputes, which are 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 these ones. So, I find these contractual roommate disputes fall within the CRT's small claims jurisdiction over debt and damages

### **ISSUES**

13. The issues in these disputes are:

- a. Did any of the parties breach their contracts?
- b. Is Mr. Arthur entitled to his claimed damages?
- c. Is Mr. Sung entitled to his claimed damages?
- d. Is Miss Sanderson entitled to her claimed damages?

### **EVIDENCE AND ANALYSIS**

14. As the applicant in his civil proceeding, Mr. Arthur must prove his claims on a balance of probabilities, meaning more likely than not. Mr. Sung and Miss Sanderson must each prove their counterclaim to the same standard. I have read all the parties' submissions and evidence, but refer only to information I find necessary to explain my decision. I have considered the information submitted by the parties collectively in all three disputes in coming to my decision.

## **Background**

15. Mr. Arthur entered into individual 12-month homestay contracts with each of the respondents. Mr. Sung had a first contract with Mr. Arthur at a monthly rate of \$800, which he renewed in July 2022 for \$880 a month. Ms. Hassan's and Miss Sanderson's contracts each ran until August 2023, with monthly rates of \$850 and \$750 respectively. The contracts required the respondents to contribute an additional \$200 a month for shared household expenses. Each respondent's contract also had a term that they could move out on one full calendar month's notice for "reasonable cause", including major life events. The contracts included agreement to the conditions of the "house code", which I infer is the Housemate Compatibility Guide provided in evidence.
16. In addition, since the contracts provided a place for the respondents to live, I find they included an implied term that the parties would treat each other respectfully, and not engage in behaviour that made each other feel unsafe (see, for example, *Wells v. Stetsko*, 2021 BCCRT 545, and *Fortin v. Malcolm*, 2023 BCCRT 259).

## **Breach of contract**

17. On October 30, 2022, a different roommate, SS, moved out of the house. In their statement in evidence, SS said shortly after they moved in in September 2022, they began to feel uncomfortable in Mr. Arthur's presence. I find it unnecessary to detail why SS felt uncomfortable. However, what happened on the evening of SS's departure is relevant to these disputes.
18. SS was packing up their belongings on October 30 when Mr. Arthur approached them. There is an audio recording of their exchange in evidence. Mr. Arthur asked SS if they were going to pay the following month's rent. SS did not initially answer, but then said they were leaving. Mr. Arthur suggested they have a conversation, but SS declined. Mr. Arthur then said he would escort SS out of the house, to which SS responded, "Don't touch me, don't (swearword) touch me, John!". SS said this several times, while Mr. Arthur demanded repeatedly that SS "get out of my house". In their

statement, SS said Mr. Arthur “swiftly & aggressively” approached them, grabbed the bag on their shoulder, and pulled them towards him. They said he stopped when they told him not to touch them, and speculated this was because there were other people in the house.

19. Mr. Arthur does not explicitly deny he touched SS as they describe. In response to Mr. Sung’s suggestion that if Mr. Arthur had not touched SS he would likely have denied it, Mr. Arthur suggests SS only told him not to touch them so they could use the recording against him later. I find this speculative. Mr. Arthur says, “I never ‘assaulted’ (per lay plain-English) anyone at any time” (reproduced as written), but he does not say he did not touch SS. In these circumstances, I find it likely Mr. Arthur did grab SS’s bag and pull them toward him as alleged, even if he disputes his actions amounted to “assault”.
20. On October 31, SS emailed the respondents to say they had moved out. They said Mr. Arthur had grabbed them, and that they had reported the incident to police. Mr. Sung says after that, he decided to move out due to concerns for his “physical and mental well being”, and asked Ms. Hassan and Miss Sanderson if they were interested in finding a new place with him. The evidence does not suggest the parties looked for a new place together. However, Ms. Hassan and Miss Sanderson confirm that after they received SS’s email, they felt at risk of violence, and each decided to look for alternate accommodation in November 2022. The respondents say they kept their plans from Mr. Arthur as they feared his reaction, and decided to approach him together to give notice on December 1, 2022, the day each of them moved out. It is undisputed that after the respondents moved out, Mr. Arthur locked them out of the house, despite the fact they had prepaid for their last month.
21. Based on the above, I find the respondents’ concern for their safety after October 30, 2022 was reasonable. I find Mr. Arthur failed to treat a housemate with an ordinary degree of respect, and I accept that in doing so, he engaged in behaviour that made the other housemates feel unsafe. I find the fact that Mr. Arthur’s actions were not directed at the respondents irrelevant. I am satisfied that knowing he grabbed and

pulled a housemate because he was undisputedly upset about a housemate issue was enough, on an objective basis, to make another housemate feel insecure. I say this even though the respondents waited another month to move out, because there are various reasons a person might not immediately be able to leave a housing situation where they do not feel safe.

22. In summary, I find that when Mr. Arthur grabbed and pulled SS, he breached the implied safety term of his contracts with each of the respondents. I find this was a fundamental breach because it deprived the respondents of substantially the whole benefit of the contract, namely a safe place to live (see *Bhullar v. Dhanani*, 2008 BCSC 1202).

### ***Mr. Arthur's claimed damages***

23. Given Mr. Arthur's fundamental breaches, I find the respondents were entitled to end their contracts with him without further obligation. So, I dismiss Mr. Arthur's \$2,580 claim for lost rent. I also dismiss Mr. Arthur's \$70 claim for re-advertising the rooms, and his \$700 claim for time spent replacing the respondents, since they both arise from his contractual breaches.
24. Mr. Arthur also claims \$350 from Ms. Hassan for allegedly concealing at least one open-flame candle in her room while intoxicated, and for the candle's "obnoxious" caramel odour. Mr. Arthur describes Ms. Hassan's actions as "a tort against a preexisting right to informed consent to any lethal hazard." I infer he also argues the candle's smell was a nuisance. I dismiss this part of his claim for the following reasons.
25. Allegations of failure to secure informed consent typically arise in the context of medical malpractice. The person's claim is generally one for negligence or battery. While Mr. Arthur does not specify whether his claim is for negligence or battery, I find it is likely for negligence, given the claim's description. That said, while I find Ms. Hassan owed Mr. Arthur a duty of care not to conceal lethal hazards in her room, there is no evidence a candle is a lethal hazard, that Ms. Hassan was intoxicated



while using the candle, or that Mr. Arthur suffered any damage. So, I find Ms. Hassan was not negligent.

26. A nuisance occurs when a person substantially and unreasonably interferes with another person's quiet use and enjoyment of their property. Mr. Arthur says the candle smelled "obnoxious", but provides no reason or evidence that this was "more than mere inconvenience or minor discomfort" (see *Wasserman v. Hall*, 2009 BCSC 1318). So, I find the candle was not a nuisance.
27. Next, Mr. Arthur claims \$600 for Miss Sanderson's overnight houseguest. Essentially, Mr. Arthur argues he allowed Miss Sanderson's mother to stay in the house for six nights, in exchange for Miss Sanderson's "good will and fidelity". The house code encouraged housemates to host out of town guests up to 3-4 nights, and to consider an extra "donation" to the monthly shared expenses if they stayed longer. It did not include "good will and fidelity" in exchange for being able to host guests. There is no evidence Miss Sanderson made an extra "donation" since her mother stayed six nights, but she was not contractually obliged to. I dismiss this part of Mr. Arthur's claim.
28. Finally, Mr. Arthur's claim for aggravated or punitive damages. Aggravated damages are compensatory damages that may be awarded when a respondent's conduct causes intangible injuries, such as mental distress or anxiety. They only arise when a respondent's behaviour has been "particularly poor", and are rarely awarded (see *Gibson v. F.K. Developments Ltd.*, 2017 BCSC 2153). Punitive damages are meant to punish a "morally culpable" respondent, and are usually only granted for malicious and outrageous acts (see *Honda Canada Inc. v. Keays*, 2008 SCC 39). I find Mr. Arthur has not proven he is entitled to either type of damages. There is no evidence the respondents engaged in bad faith contracting designed to induce Mr. Arthur's insolvency, nor is there evidence Ms. Hassan threatened Mr. Arthur, by implication or otherwise, as he alleges. So, I also dismiss this part of Mr. Arthur's claim.
29. In sum, I dismiss Mr. Arthur's claim in its entirety.

### ***Mr. Sung's claimed damages***

30. It is undisputed that Mr. Sung paid for his final month's rent upfront when he first contracted with Mr. Arthur. Mr. Sung and the other respondents say since Mr. Arthur locked them out of the house from December 1, they are entitled to a refund of that month's rent. However, I find Mr. Sung is entitled to reimbursement of his paid December 2022 rent on the basis of Mr. Arthur's fundamental breach of the contract's implied safety term. I find this is \$800 and not the \$880 Mr. Sung claims, as the evidence shows Mr. Sung paid the lesser amount before renewing his contract. I order Mr. Arthur to reimburse Mr. Sung \$800 for his last month's paid rent.
31. Next, Mr. Sung claims \$1,302.54 for shared household expenses he says Mr. Arthur collected from him but did not spend as the parties agreed. The parties' contract authorized Mr. Arthur to spend the \$200 mandatory monthly contribution for certain shared expenses, in a priority sequence.
32. Mr. Sung says Mr. Arthur did not share information about how the money was spent, did not maintain records of expenditures or the current balance, and frequently changed the purpose for which funds were used without consultation or approval, including for Mr. Arthur's personal benefit.
33. Mr. Arthur denies Mr. Sung's claim. He says he started at the top of the priority list and worked his way down until "the money's all gone". He also says he kept a binder of shared expenses receipts in the communal kitchen for any of the housemates to access, and a spreadsheet of receipts from between 2018 – 2024, partly for tax purposes in case he was audited. Mr. Sung does not address these points in his reply submissions. In these circumstances, and despite Miss Sanderson's additional arguments below, I find it unproven Mr. Arthur used the shared household expenses contrary to the contract's terms.
34. To the extent Mr. Sung says Mr. Arthur committed the tort of conversion, which is wrongfully claiming ownership of another person's property or handling their property in a way that interferes with their right to it, I also find that unproven. Mr. Sung did not

provide examples or evidence of Mr. Arthur spending the money for shared expenses on personal items for his exclusive benefit. I dismiss Mr. Sung's \$1,302.54 claim for damages.

35. Next, Mr. Sung says Mr. Arthur charged two tenants for the same room during the same period of time, on multiple occasions. I find Mr. Sung alleges Mr. Arthur fraudulently misrepresented the room as being for his exclusive use. Fraudulent misrepresentation is knowingly making a false statement to a person that causes them to act and to then suffer a loss. I find Mr. Sung's claim must fail. Mr. Sung says that because SS and their replacement were charged for the same room for the same month, it is likely he (Mr. Sung) was as well. He also says Mr. Arthur's practice of charging first and last month's rent upfront means Mr. Sung likely paid rent Mr. Arthur had already charged to another housemate but not reimbursed them for. I find this all highly speculative, and unsupported by the evidence. Even if Mr. Sung had proven Mr. Arthur made false statements about the room, Mr. Sung did not demonstrate he suffered any damage, like not having exclusive use of the room. Further, I find Mr. Sung has provided no basis for claiming \$280 more than the value of his first month's rent. I dismiss Mr. Sung's \$1,080 claim for fraudulent misrepresentation.

36. Finally, Mr. Sung claims \$1,000 for Mr. Arthur behaving inappropriately during the time he lived in the house, which I find is a claim for aggravated damages. Mr. Sung also claims \$1,000 for punitive damages. The examples of Mr. Arthur's inappropriate behaviour relate mainly to Miss Sanderson (pushing her) and to Ms. Hassan (putting an AirTag in her guitar case to track her). Mr. Sung says he was never "outraged about (Mr. Arthur's) conduct" before the October 30 incident with SS, and there is no evidence Mr. Sung suffered mental distress, anxiety, or other injury that would give rise to aggravated damages for other incidents he mentions. So, I dismiss that part of Mr. Sung's claim. I also dismiss his claim for punitive damages. Although Mr. Arthur was unsuccessful in his claim, I find there is no evidence of malice in filing it.

### ***Miss Sanderson's claimed damages***

37. It is undisputed that Miss Sanderson paid her last month's rent upfront. For the same reasons as above, I order Mr. Arthur to reimburse Miss Sanderson \$750 for her last month's paid rent.
38. Miss Sanderson makes the same argument regarding her claim for shared household expenses as Mr. Sung does. In reply submissions, she says the binder Mr. Arthur references did not contain recent receipts. Miss Sanderson says a photo of receipts Mr. Arthur provided is unhelpful as the receipts are stacked, and of those that are visible, many date from before she moved in. Even if this is the case, it is for Miss Sanderson to prove that Mr. Arthur breached the contract by not spending the \$200 monthly contribution for shared expenses as agreed, or that Mr. Arthur converted those payments. She has not provided evidence of that. I find the receipts Mr. Arthur submitted suggest he spent the money on shared expenses as a general practice, even if the dates do not line up precisely with Miss Sanderson's occupancy. In the absence of evidence to the contrary, I find Miss Sanderson's claim for \$229.80 unproven, and I dismiss it.
39. Next, the alleged double-charging of rent. Miss Sanderson says Mr. Arthur collected rent for the period of December 15-31, 2022 from both her and the person who moved into her room after she left. Miss Sanderson says Mr. Arthur also received rent for her first month from both her and the person occupying the room immediately before she did. As above, I find Miss Sanderson alleges fraudulent misrepresentation.
40. Evidence of an e-transfer shows Mr. Arthur refunded the previous occupant of Miss Sanderson's room their final month's rent, so I find he did not fraudulently misrepresent the room to Miss Sanderson as being for her exclusive use before she decided to rent it. As for her December rent, I have already found Miss Sanderson is entitled to reimbursement of that whole amount, and have ordered Mr. Arthur to repay it. So, even if Mr. Arthur charged a subsequent occupant rent for December 2022, my order compensates Miss Sanderson for her December 2022 rent. I dismiss Miss Sanderson's claim for \$1,175 for fraudulent misrepresentation.

41. Next, Miss Sanderson claims \$1,000 for Mr. Arthur behaving inappropriately during the time Miss Sanderson lived in the house, which I find is a claim for aggravated damages. Miss Sanderson also claims \$1,000 for punitive damages.
42. In support of this claim, Miss Sanderson says the circumstances of SS's departure caused her to suffer decline in her emotional, physical, and mental health, including weight loss, and paranoia about being locked out of the house and losing her belongings. There is no independent evidence, such as from a medical professional, that records this alleged injury.
43. However, Miss Sanderson also describes an incident that occurred during her move on December 1, 2022. She says Ms. Hassan went outside to throw away some garbage. Mr. Arthur locked the back door behind Ms. Hassan, citing house rules about removing outdoor shoes and entering by the front door. Miss Sanderson observed this, and attempted to reach across Mr. Arthur to unlock the door for Ms. Hassan. Miss Sanderson says Mr. Arthur "puts hands on my shoulders and shoves me". She also says her friend, JH, who was assisting with her move, came in the front door, and saw Mr. Arthur "grab and push me away from the door".
44. JH provided a statement. They wrote that they followed Miss Sanderson into the kitchen where she asked Mr. Arthur if he had locked Ms. Hassan out. JH said Miss Sanderson tried to step around Mr. Arthur to unlock the door, insisting Mr. Arthur let Ms. Hassan back in, but Mr. Arthur blocked her with his body. When Miss Sanderson continued to try and step around Mr. Arthur he "began to push (Miss Sanderson) away from the door. (Mr. Arthur) pushed (Miss Sanderson) three times with increasing force (...) Eventually (Mr. Arthur) turned around and pushed (Miss Sanderson) with enough force that she lost her balance and took a step backward".
45. For his part, Mr. Arthur says when Miss Sanderson tried to open the door, he raised his hands over his face in self-defence and said, "You're in my personal space: if you touch me, it's assault". He says after JH verbally attempted to de-escalate the situation, Miss Sanderson stepped back and he dropped his hands. Mr. Arthur says

“it is possible my hands then brushed her shoulders to steady myself, as I was poised precariously over knee-high trash bins at my heels”.

46. JH is a friend of Miss Sanderson’s, so I find his statement is not entirely independent. Still, it is measured and objective, and I find it sufficiently different from Miss Sanderson’s such that JH likely wrote it relying on his own recollection of what happened. Based on this, I find it likely Mr. Arthur pushed Miss Sanderson when she attempted to unlock the back door.
47. Though Miss Sanderson alleges assault, which is about threats of imminent harm, I find what she means is Mr. Arthur committed battery. Battery is a direct, intentional, and physical interference with another person that is non-trivial in the sense that it is either harmful or offensive to a reasonable person (see *Non-Marine Underwriters, Lloyd’s of London v. Scalera*, 2000 SCC 24). Proof of injury or damage is not required (see *Norberg v. Wynrib*, 1992 CanLII 65 (SCC)).
48. In *Grenier v. Williams*, 2020 BCSC 462, Mr. Grenier forced his way into Mr. Williams’ house and pushed him, speaking angrily in a way the court said Mr. Williams would have found disturbing. The force inflicted was not extensive and did not leave lasting physical harm. Still, the court found Mr. Williams committed both assault and battery.
49. Here, I find pushing Miss Sanderson in the circumstances described above amounted to battery. Miss Sanderson says at the time she was shocked, but brushed off the incident as “just a shove”. She did not file a police report because she was not in pain, and the push “wasn’t ‘that hard’”. But, she says later it did affect her. She felt violated and filed a police report.
50. Considering all of the above, I find an award of \$500 for aggravated damages is appropriate. I decline to award punitive damages, as I find there is insufficient evidence to conclude Mr. Arthur acted maliciously, including in filing his claims.
51. Finally, Miss Sanderson claims \$120 for lost or destroyed property. It is undisputed that she accidentally left a piece of art in her room when she moved out. Later on December 1, Mr. Arthur emailed Miss Sanderson to say he had left it in a local little

free library. Although Miss Sanderson says she went to collect the artwork as soon as she received the email, it was gone when she arrived. In these circumstances, I find Mr. Arthur wrongfully handled Miss Sanderson's property in a way that interfered with her right to it, and so committed conversion. Mr. Arthur concedes to this claim. So, although Miss Sanderson provided no evidence of the artwork's value, I order Mr. Arthur to pay her the \$120 she says it would cost to replace the missing art with a similar piece by the same artist.

## **INTEREST, CRT FEES, AND DISPUTE-RELATED EXPENSES**

52. The *Court Order Interest Act* (COIA) applies to the CRT. Mr. Sung and Miss Sanderson are each entitled to pre-judgment interest on their \$800 (for rent) and \$870 (for rent and missing art) awards respectively, from December 1, 2022, the date they moved out of the house, to the date of this decision. This equals \$62.12 for Mr. Sung, and \$67.55 for Miss Sanderson. COIA section 2(e) says pre-judgment interest must not be awarded on non-pecuniary (pain and suffering) damages resulting from personal injury. So, I make no order for pre-judgment interest on Miss Sanderson's \$500 aggravated damages award.
53. 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. Arthur was unsuccessful, I dismiss his claim for CRT fees and dispute-related expenses. Mr. Sung and Miss Sanderson were partly successful, so I find they are each entitled to reimbursement of \$62.50 for CRT fees. Neither of them claims dispute-related expenses.

## **ORDERS**

54. Within 30 days of the date of this order, I order Mr. Arthur to pay Mr. Sung a total of \$924.62, broken down as follows:
- a. \$800 in damages, for breach of contract,

- b. \$62.12 in pre-judgment interest under the COIA, and
  - c. \$62.50 in CRT fees.
55. Within 30 days of the date of this order, I order Mr. Arthur to pay Miss Sanderson a total of \$1,500.05, broken down as follows:
- a. \$870 in damages, for breach of contract and conversion,
  - b. \$67.55 in pre-judgment interest under the COIA,
  - c. \$500 in non-pecuniary damages, for battery, and
  - d. \$62.50 in CRT fees.
56. Mr. Sung and Miss Sanderson are each entitled to post-judgment interest, as applicable.
57. I dismiss Mr. Arthur's claims, and the balance of Mr. Sung's and Miss Sanderson's counterclaims.
58. 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.

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Megan Stewart, Tribunal Member