



Civil Resolution Tribunal

Date Issued: September 3, 2024

File: SC-2023-003451

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Stohler v. Pankratz*, 2024 BCCRT 860

BETWEEN:

NATASHA LUISA STOHLER, ERIKA MARGARETHA VANDERSLUYS,
and AALIA ZOYA OMARALI

APPLICANTS

AND:

IESHA PANKRATZ

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. This is a roommate dispute. The applicants, Natasha Luisa Stohler, Erika Margaretha Vandersluys, and Aalia Zoya Omarali, were roommates with the respondent, Iesha Pankratz. The applicants say the respondent owes them \$2,100 in missed rental payments.

2. The respondent says that their landlord released them from the rental agreement and that it was their landlord's responsibility to find a replacement tenant.
3. All 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)*. Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
5. The CRT generally does not have jurisdiction over residential tenancy disputes which are the exclusive jurisdiction of the Residential Tenancy Branch under the *Residential Tenancy Act (RTA)*. However, the RTA applies to landlord-tenant relationships and not roommate relationships like this one. So, I find that this dispute falls within the CRT's small claims jurisdiction over debt and damages.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by telephone or videoconference. Based on the evidence and submissions provided, I am satisfied that I can decide this dispute without an oral hearing.
7. 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 a court of law.
8. 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.

ISSUE

9. The issue in this dispute is whether the respondent must pay the applicants \$2,100 for unpaid rent.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicants must prove their claim on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. The background facts are undisputed. The parties all signed a fixed-term rental agreement ending on July 31, 2023. The respondent's share of the monthly rent was \$1,050. Though the parties disagree on the cause, they agree that conflict developed between the applicants and the respondent. On December 13, 2022, the respondent informed the applicants that they would move out on February 1, 2023. The respondent paid their share of the rent in January and February but stopped all payments after March.
12. The parties' landlord threatened to end the tenancy when the parties did not pay the full amount of rent. The applicants paid the respondent's share of the rent in March and April to avoid being evicted. The applicants then negotiated with the landlord and all parties agreed to terminate the rental agreement early on April 30, 2023. The applicants say that the respondent should have paid rent for March and April and claim \$2,100.
13. The respondent says they should not have to pay rent because the parties' landlord released them from the rental agreement. They say they met with the landlord and signed a document which said that the landlord would find a new tenant and the respondent would pay rent for January and February. They say the landlord never provided them with a copy of this document, however the landlord later returned

their damage deposit which shows that the landlord released them from the rental agreement.

14. I do not accept that the landlord released the respondent from the rental agreement. Though the landlord did return the respondent's damage deposit, the landlord's texts and emails all say that he expects the respondent to pay rent until the parties found a replacement tenant. I find that the respondent was not released from the rental agreement and their obligation to pay rent continued until the rental agreement was terminated on April 30, 2023.
15. The respondent argues that it was the landlord's responsibility to mitigate his losses and find a replacement tenant. While a landlord does have a duty to mitigate their losses, I find that mitigation for March and April 2023 was not possible. The applicants attempted to find a replacement tenant by posting an online ad on January 9, 2023, but received little interest. I accept that the applicants could not find a replacement tenant for student accommodation in the middle of the school year. The parties and the landlord terminated the rental agreement early and I find that this was the best mitigation possible in the circumstances.
16. The applicants paid the respondent's share of the rent in March and April to avoid eviction. I find that this was reasonable because the parties were required to pay the full amount under the rental agreement. Section 34 of the *Law and Equity Act* says that a person who pays a jointly held debt may recover a proportionate share from the other debtors. The rental payments for March and April were joint debts so the applicants are entitled to recover the respondent's proportionate share. So, I order the respondent to pay \$2,100 to the applicants.
17. The *Court Order Interest Act* applies to the CRT. The applicants are entitled to pre-judgment interest on the \$1,050 rental payments they made for the respondent on March 2, 2023, and April 2, 2023, from the date of each payment to the date of this decision. This equals \$152.37.

18. 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. The applicants were successful, so I find that they are entitled to reimbursement of \$125 in CRT fees. None of the parties claimed any dispute-related expenses.

ORDERS

19. Within 30 days of the date of this order, I order the respondent to pay the applicants a total of \$2,377.37, broken down as follows:

- a. \$2,100 in debt,
- b. \$152.37 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 in CRT fees.

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

21. 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.

Peter Mennie, Tribunal Member