



Civil Resolution Tribunal

Date Issued: September 12, 2024

File: SC-2023-008254

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Jasmine v. Faiz*, 2024 BCCRT 895

BETWEEN:

JASMINE JASMINE

APPLICANT

AND:

KOMAL FAIZ

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. This dispute is about a security deposit. The applicant, Jasmine Jasmine, rented a bedroom and shared a kitchen in a home owned by the respondent, Komal Faiz.

2. Ms. Jasmine claims \$625 for her security deposit. She says she did not damage anything in the home. After Ms. Jasmine started this Civil Resolution Tribunal (CRT) proceeding, Ms. Faiz paid her \$400.
3. Ms. Faiz says she kept \$225 because Ms. Jasmine ruined her new carpet. She also says she should have kept more because Ms. Jasmine left the home in poor condition and damaged several appliances. Ms. Faiz says if anything, Ms. Jasmine owes her money.
4. Each party is self-represented. As I explain below, I allow Ms. Jasmine's claim in part.

JURISDICTION AND PROCEDURE

5. These are the CRT's formal written reasons. The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT generally does not 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 RTA does not apply to accommodation where a tenant shares a kitchen or bathroom with an owner, which was the case here. So, I find that this dispute falls within the CRT's small claims jurisdiction over debt and damages, as set out in CRTA section 118.
6. Section 2 of the CRTA says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT conducts most hearings by written submissions, but it 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 fairly 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 court.

8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to pay money, return personal property, or do things required by an agreement about personal property or services. The order may include any terms or conditions the CRT considers appropriate.

Additional claims

9. In submissions, Ms. Jasmine raises potential claims not identified in the Dispute Notice filed at the outset of this proceeding. For example, she says the parties had a 6-month agreement, but Ms. Faiz kicked her out after 15 days, causing her to stay in a hotel.
10. There is no evidence that Ms. Jasmine attempted to amend the Dispute Notice. The Dispute Notice serves to define the issues and provide respondents with fair notice of the claims against them. CRT Rule 1.19 says that the CRT will not issue an amended Dispute Notice after the dispute has entered the tribunal decision process except in extraordinary circumstances. I find no extraordinary circumstances exist here to justify adding new claims at this late stage in the CRT's process. So, I confine this decision to the deposit refund claim.

ISSUE

11. The issue in this dispute is whether Ms. Jasmine is entitled to the \$225 balance of her \$625 security deposit.

EVIDENCE AND ANALYSIS

12. As the applicant in this civil proceeding, Ms. Jasmine must prove her 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.
13. Ms. Jasmine moved into Ms. Faiz's home on April 1, 2023, and moved out on April 30, 2023. As noted, Ms. Jasmine paid Ms. Faiz a \$625 security deposit. Security

deposits are presumptively refundable. The onus is on Ms. Faiz as the owner to prove she was entitled to keep what she kept. This means she must prove that Ms. Jasmine caused the damage she alleges.

14. Ms. Faiz says Ms. Jasmine “ruined” her brand-new carpet. I infer that she means the carpet in the bedroom Ms. Jasmine rented. Ms. Faiz says she had to purchase a “carpet cleaner vacuum”, supported by a receipt for \$226.78.
15. Ms. Jasmine denies dirtying the carpet at all. She says she always removed her shoes before entering the bedroom. In support, she provided photos of the bedroom showing shoes outside the door. Other photos show portions of the carpet. Any part of the carpet that is shown in the photos is in good condition.
16. Ms. Faiz did not provide any photos to show the carpet’s condition. She does not say what Ms. Jasmine did to “ruin” the carpet in her one-month occupancy. On balance, I find she has not proven any carpet damage that would make deep cleaning necessary. Even if she had, I would not have allowed the full price of a new carpet cleaning machine as claimed, which would be a windfall for Ms. Faiz.
17. Ms. Faiz says Ms. Jasmine damaged a glass stove top, washing machine, and cabinet shelf. She provided photos, but they do not clearly show the alleged damage. Ms. Jasmine denies damaging these things, and asks why Ms. Faiz never raised these issues until this CRT dispute. Text messages show that Ms. Jasmine asked for her deposit back on May 1 and it does not appear that Ms. Faiz responded or raised any issue about damage. Overall, I find Ms. Faiz has not provided sufficient evidence to show that Ms. Jasmine damaged anything.
18. Despite this, I do not find Ms. Jasmine is entitled to the full \$225 deposit balance. In a text Ms. Jasmine sent when she moved out, she said “almost done only cleaning is left you can deduct 50\$”. From this, I find Ms. Jasmine conceded that she did not adequately clean and felt \$50 was appropriate compensation for that. Ms. Faiz says she had to pay someone \$200 to clean, but she provided no details or supporting

evidence. Given that, I allow a deduction of \$50 only. This means Ms. Faiz must pay Ms. Jasmine \$175.

19. The *Court Order Interest Act* applies to the CRT. Ms. Jasmine is entitled to pre-judgment interest on the \$175 from May 1, 2023 to the date of this decision. This equals \$11.96. Neither party paid any CRT fees, and neither party claims dispute-related expenses.

ORDERS

20. Within 14 days of the date of this order, I order Ms. Faiz to pay Ms. Jasmine a total of \$186.96, broken down as \$175 in debt and \$11.96 in pre-judgment interest under the *Court Order Interest Act*.
21. Ms. Jasmine is entitled to post-judgment interest, as applicable.
22. 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 a court order.

Micah Carmody, Tribunal Member