



Civil Resolution Tribunal

Date Issued: February 11, 2025

File: SC-2023-006418

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Oco v. Gandham*, 2025 BCCRT 193

B E T W E E N :

MARIA JHO-ANN OCO

APPLICANT

A N D :

RAJWINDER GANDHAM

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. This is a roommate dispute.
2. The applicant, Maria Jho-Ann Oco, rented a room from the respondent, Rajwinder Gandham. The applicant says the respondent evicted her. The applicant requests an order that the respondent return the \$1,000 security deposit.

3. The respondent agrees the applicant paid a \$1,000 security deposit. The respondent says the applicant is not entitled to any refund of the deposit because she abruptly moved out by her own choice, and that the respondent paid to install various appliances for the applicant.
4. The parties are each self-represented in this dispute.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These are the CRT's formal written reasons.
6. CRTA section 39 says the CRT has discretion to decide the hearing's format, 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. 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.
7. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

Residential Tenancy Act

8. Generally, the CRT does not have jurisdiction over residential tenancy disputes, which are within the exclusive jurisdiction of the Residential Tenancy Branch under the *Residential Tenancy Act* (RTA). However, the RTA does not apply to roommate agreements, or agreements where the tenant shares a kitchen or a bathroom with the owner. Based on the parties' submissions, I find that is the situation in this dispute. So, I find the CRT has jurisdiction to decide this dispute.

ISSUE

9. Is the applicant entitled to any refund of the security deposit?

EVIDENCE AND ANALYSIS

10. In this civil dispute, the applicant must prove her claims on a balance of probabilities. This means more likely than not. I have read all the parties' evidence and submissions, but refer only to what is necessary to explain my decision.

11. The background facts are set out in the parties' submissions. This background is not disputed, and I summarize it as follows:

- The applicant and her family lived in a basement suite in the respondent's house. In October 2022, the applicant notified the respondent that they were leaving and moving into a new home on November 1.
- The respondent rented the basement suite to a new tenant, effective November 1, 2022.
- On October 10, 2022, the applicant's new home burned down.
- The applicant's family needed somewhere else to live, so the applicant and the respondent verbally agreed that the applicant would rent space in the upstairs of the respondent's home. The applicant paid a \$1,000 security deposit, plus one month's rent.

12. The evidence and submissions before me show that shortly after the applicant began moving her belongings into the space on October 29, 2022, the parties had a disagreement and their relationship broke down. The parties say different things about what the disagreement was about. I find that for the purposes of this dispute, it does not matter what the disagreement was about, so I make no findings about that.

13. Text messages in evidence show that on October 29, 2022, the applicant texted the respondent and said they were not comfortable moving in. The applicant asked the respondent to return the security deposit and first month's rent.
14. The applicant says the respondent returned the first month's rent, but refused to return the security deposit. The respondent does not dispute this, and it is consistent with the text messages in evidence. So, I accept it is true.
15. The respondent says the respondent is entitled to keep the security deposit because they spent over \$1,000 getting the space ready for the applicant to rent. The respondent said they had plumbing and electrical work done, and purchased a washer, dryer, and fridge.
16. The applicant says she signed a written tenancy agreement with the respondent. However, neither party provided a copy of it in this dispute. There is no suggestion that when the applicant paid the security deposit, or before that, the parties talked about the circumstances in which the respondent would be entitled to keep the deposit.
17. However, I note that in the lengthy text exchange in which the applicant repeatedly asked the respondent to return the deposit, the respondent did not say they refused to return it because of money spent preparing the rental space. Rather, the respondent said they would return the deposit when the applicant gave a receipt confirming the transaction. The applicant eventually agreed to that, and then the respondent refused to pay and told the applicant to stop texting.
18. I find this text exchange does not support the respondent's position that they kept the deposit because of money spent getting the space ready to rent. Also, the respondent did not provide evidence that they spent \$1,000 as claimed. The respondent provided a receipt for \$725.50 in plumbing expenses for installing a washer and dryer. However, I find the respondent still has the benefit of that work, as they still occupy the home, and the applicant did not get to keep the appliances. Also, there is no evidence the applicant specifically requested this work.

19. For these reasons, I find it is not reasonable for the respondent to keep the \$1,000 deposit. I order the respondent to return it.
20. The *Court Order Interest Act* (COIA) applies to the CRT. I find the applicant is entitled to pre-judgment interest from October 29, 2022. This equals \$104.85.
21. As the applicant was successful in this dispute, under CRTA section 49 and the CRT's rules I find she is entitled to reimbursement of \$125 in CRT fees. Neither party claimed dispute-related expenses, so I order none.

ORDERS

22. I order that within 30 days of this decision, the respondent must pay the applicant a total of \$1,229.85, broken down as follows:
 - a. \$1,000 in debt,
 - b. \$104.85 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
23. The applicant is entitled to post-judgment interest under the COIA, as applicable.
24. 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 BC Provincial Court. Once filed, a CRT order has the same force and effect as an order of the BC Provincial Court.

Kate Campbell, Vice Chair