



Civil Resolution Tribunal

Date Issued: March 12, 2025

File: SC-2023-012763

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Saari v. Hookey*, 2025 BCCRT 318

B E T W E E N :

ALEXIS LYNNE SAARI

APPLICANT

A N D :

ALEC KYLE HOOKEY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about a failed roommate agreement. The applicant, Alexis Lynne Saari, rented a room from the respondent, Alec Kyle Hookey. Ms. Saari says Mr. Hookey changed the locks to the house, making her homeless. Ms. Saari claims a \$700 rent refund.
2. Mr. Hookey says Ms. Saari was smoking inside the house, stealing from other tenants, and damaging items. Mr. Hookey says Ms. Saari was allowed to collect her

things after he changed the locks, and she moved in with a friend. I infer he asks I dismiss Ms. Saari's claim.

3. The parties are each 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 *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 states that 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.
5. 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.
6. While the parties' credibility is clearly at issue, neither party requested an oral hearing. Further, the parties did not provide evidence or submissions, or say they have other or different evidence to provide in a hearing.
7. Finally, 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. This is particularly so where, like here, it appears the applicant has stopped participating in the CRT process. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.
8. CRTA section 42 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.

9. 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.
10. Residential tenancy disputes are generally 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. So, I find the RTA does not apply and this dispute is within the CRT's small claims jurisdiction over debt and damages.

ISSUE

11. The issue in this dispute is whether Ms. Saari is entitled to a \$700 refund.

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, Ms. Saari must prove her claims on a balance of probabilities. Neither party provided any documentary evidence or written arguments, apart from those in the Dispute Notice and Dispute Response.
13. I do not have much information on this dispute's background, except Ms. Saari lived in Mr. Hookey's spare room for around three months. Neither party says how much the rent was or how long the parties agreed Ms. Saari would rent the room for.
14. It is undisputed that at some point, Mr. Hookey changed at least one of the house's locks. Though it is unclear to me whether this was a front door or bedroom lock, I find the parties agree it prevented Ms. Saari from accessing her bedroom.
15. Ms. Saari has not lived in Mr. Hookey's house since, and Mr. Hookey has not refunded anything to Ms. Saari.
16. For the reasons below, I find Ms. Saari has not proven entitlement to a refund.

17. Mr. Hookey says other tenants felt unsafe because of Ms. Saari's behaviour, which included putting a padlock on her bedroom door and stealing knives from the kitchen. As noted above, he also says she was smoking inside.
18. He says he went to police for help with how to deal with Ms. Saari's actions. He says the police told him Mr. Hookey should not try to physically remove her. I infer this is why Mr. Hookey changed the locks instead.
19. Mr. Hookey admits the parties had a verbal agreement, which I find is binding on the parties.
20. Generally, the CRT has found that in roommate disputes that without a formal agreement, there is an implied term of one month's notice (see: *Anderson v. Kuzmick*, 2023 BCCRT 106 and *Phillips v. Roberts*, 2021 BCCRT 109). An implied term is a term parties did not consider or discuss, but are based on the parties' presumed intentions.
21. Here, Mr. Hookey says he asked Ms. Saari to leave several times in the three months she was in Mr. Hookey's room. Given the difficulties Mr. Hookey described, which Ms. Saari does not dispute, I find the relationship between the parties likely deteriorated quickly. So, I find Mr. Hookey likely did give Ms. Saari at least a month's notice to leave.
22. In any event, Ms. Saari does not provide any details about what the parties' agreement was. She does not say when she paid the \$700 in rent, how long the \$700 was to cover, or how far through the month or term she was forced to move out. So, I find her claim unproven on that basis as well.
23. Based on the above, I find Ms. Saari has not proven entitlement to \$700 and I dismiss her claim for it.
24. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable

dispute-related expenses. While Mr. Hookey was successful, he did not pay any CRT fees. Neither party claimed any dispute-related expenses.

ORDER

25. I dismiss Ms. Saari's claims.

Amanda Binnie, Tribunal Member