



Civil Resolution Tribunal

Date Issued: July 10, 2025

File: SC-2024-002124

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Stepan v. Park*, 2025 BCCRT 932

B E T W E E N :

KIMBERLEY STEPAN

APPLICANT

A N D :

STEVEN PARK, RHONDA PARK and STEPHEN PARKS

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about a former shared living arrangement. The applicant, Kimberley Stepan, briefly lived with the respondents, Steven Park, Rhonda Park, and Stephen Parks. She says while she was out, the doors were locked, and her things were removed. She claims \$2,980 for her laptop, gaming system, and “fees for other place”.

2. Stephen Parks says that Ms. Stepan was Steven Park's guest for a short time only, and did not pay any rent. Stephen Parks says Ms. Stepan returned for her cat, but left her remaining belongings.
3. Rhonda Park says they know nothing about Ms. Stepan's belongings.
4. Steven Park denies knowing about a laptop or gaming system. However, he says Ms. Stepan said she would come collect her remaining belongings, but kept changing the date. Steven Park says her belongings were destroyed by bad weather and eventually thrown out.
5. The parties are each self-represented.

JURISDICTION AND PROCEDURE

6. The Civil Resolution Tribunal (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. These are the CRT's formal written reasons.
7. 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. Further, 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.
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.

Residential Tenancy Branch

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 not involving the landlord, like this one. So, I find the RTA does not apply and this dispute is within the CRT's small claims jurisdiction over debt and damages.

Incorrect naming

11. Stephen Parks incorrectly spelled Ms. Stepan's name in his Dispute Response as "Kim Stephan". Ms. Stepan says this means Stephen Parks argument and documents are illegal and should be thrown out. Stephen Parks says this was an error due to autocorrect, and that he was introduced to Ms. Stepan as "Kim".
12. Despite the misspelling, I find it is clear in the Dispute Notice Stephen Parks is referring to Ms. Stepan and nothing turns on the minor misspelling. So, I have considered Stephen Parks' arguments and documents in deciding this dispute.

Withdrawal request

13. Ms. Stepan uploaded a document which included text saying that she wanted to "have this whole thing stopped". However, after CRT staff asked her to confirm she wanted to withdraw, she did not respond. She later asked when a decision would be made. So, I find Ms. Stepan is no longer requesting this dispute be withdrawn.

ISSUES

14. The issues in this dispute are:

- a. What, if anything, do the respondents owe Ms. Stepan for rent she paid after moving out?
- b. What, if anything, do the respondents owe Ms. Stepan for her belongings?

EVIDENCE AND ANALYSIS

15. In a civil proceeding like this one, Ms. Stepan must prove her claims on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
16. I note despite the CRT giving each the opportunity, neither Steven Park nor Rhonda Park provided any submissions or documentary evidence, and Ms. Stepan did not provide any reply submissions.
17. The parties' evidence in this dispute is vague. The only documentary evidence provided was a copy of the first page of the respondent's tenancy agreement, showing the tenants' names, and another page showing the move in date.
18. Each party's version of events is slightly different, and detail issues I find are not relevant to this dispute. I do not address the irrelevant details in my decision.
19. However, the parties agree that they all moved into a house together on May 1, 2023. Despite all moving in together, the tenancy agreement shows that the tenants were initially Rhonda Park and Steven Park. Neither Ms. Stepan nor Stephen Parks were named. I address whether Ms. Stepan was a co-tenant or guest below.
20. The parties agree that Ms. Stepan unexpectedly moved out a few days after moving, leaving her cat and belongings behind. Though Ms. Stepan says this was because of black mold in the house which caused her to go to the emergency room, she provided no evidence supporting this allegation.
21. The Dispute Notice and Ms. Stepan's submissions are confusing and difficult to follow. She says when she came back to the parties' accommodation, the door was locked, and that her things had been removed from the room.

22. In submissions, she says that her belongings were moved to a “closet/carport” that I infer she was able to access. Further, she says that she had enough time to get her Nintendo Switch, games and laptop. She says these were the only things “were” taking, which I infer means “worth” taking.

23. The parties also agree that Ms. Stepan later returned to collect her cat.

What, if anything, do the respondents owe Ms. Stepan for rent she paid after moving out?

24. As I note above, Ms. Stepan claims “fees for other places”. I infer she is claiming rent for accommodations after she left the accommodations with the respondents.

25. The respondents say Ms. Stepan was Steven Park’s guest, and not a tenant. Though Ms. Stepan says she was not a guest, I note she provided information from what I infer is the RTB’s website, which is about guests during a tenancy.

26. Ms. Stepan also says it was “talked about” that she pay rent for June, but she did not say with whom she spoke. She does not dispute she did not pay rent for May.

27. I find Ms. Stepan has not proven the parties had an agreement that Ms. Stepan was a tenant. At most, I find she may have discussed paying rent in June with one of the respondents. However, as she undisputedly moved out before then, I find nothing turns on such a discussion. So, I find Ms. Stepan was not a tenant, and instead was Steven Park’s guest.

28. As Ms. Stepan was Steven Park’s guest, I find she is not entitled to anything for subsequent rent at another place and I dismiss this claim. Even if I had found she was a tenant, I would find any damages unproven, because she provided no breakdown of her claim showing the amount of rental fees or evidence that she paid them.

What, if anything, do the respondents owe Ms. Stepan for her belongings?

29. The parties agree that Ms. Stepan left some belongings behind. However, I accept Stephen Parks' and Rhonda Park's evidence that they knew nothing about Ms. Stepan's belongings. This is consistent with my finding that Ms. Stepan was Steven Park's guest, and Ms. Stepan's evidence she dealt with Steven Park to attempt to get her belongings back. So, I dismiss Ms. Stepan's claims against Stephen Parks and Rhonda Park.
30. I turn to the applicable law. Though Ms. Stepan does not provide any legal basis for her claim, I considered whether Steven Park may be liable under the law of bailment or conversion.
31. A bailment occurs when personal property is temporarily transferred to another person for safekeeping. The person holding the items, called the bailee, may be liable for loss or damage to the property in their safekeeping.
32. Conversion is when a person wrongfully handles, disposes of, or destroys another person's personal property in a way that is not consistent with the owner's rights (see: *Ast v. Mikolas*, 2010 BCSC 127 at paragraph 126).
33. Steven Park would not be liable under bailment or conversion if Ms. Stepan abandoned the goods (see: *Bangle v. Lafreniere*, 2012 BCSC 256 at paragraph 30).
34. Factors to consider when determining whether personal property has been abandoned include the passage of time, the nature of the transaction, the owner's conduct, and the nature and value of the property (see: *Jackson v. Honey*, 2007 BCSC 1869 at paragraph 30).
35. Here, Ms. Stepan does not dispute that in May 2023 Steven Park gave her opportunities to collect her belongings. Her evidence is that she took her electronics, which she considered the only items worth collecting. She later also collected her cat.

36. Ms. Stepan also does not dispute she did not contact Steven Park again about her belongings until February 2024. Since Ms. Stepan had previously returned twice to collect her belongings, I find Ms. Stepan was aware her items were being stored in an outdoor carport. It was her decision not to collect all of her belongings.
37. I also find Steven Parks reasonably disposed of Ms. Stepan's items after they were damaged by the weather. So, I find Steven Park is not liable to Ms. Stepan under the law of bailment or conversion.
38. I note Ms. Stepan does not say which additional belongings she left behind, nor provide any evidence of their value. So, I would have dismissed her claim for damages as unproven in any event.
39. 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. However, no party paid CRT fees or claimed any dispute-related expenses, so I make no order about them.

ORDER

40. I dismiss Ms. Stepan's claims.

Amanda Binnie, Tribunal Member