



# Civil Resolution Tribunal

Date Issued: July 10, 2025

File: SC-2024-000053

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wong v. Loro*, 2025 BCCRT 937

B E T W E E N :

SAMANTHA CORRIE WONG

**APPLICANT**

A N D :

CHARLES LORO

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Megan Stewart

## INTRODUCTION

1. Samantha Corrie Wong rented a room in Charles Loro's house. Ms. Wong says Charles Loro wrongfully evicted her, and failed to return her deposit. She claims \$5,000 in damages for the deposit and mental distress.

2. Charles Loro denies Ms. Wong's claims. They say they provided the required two months' notice to end the parties' agreement, and eventually returned her deposit. Charles Loro did not provide a title or pronouns, so I use their full name and gender-neutral pronouns in this decision, intending no disrespect.
3. The parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Generally, the CRT 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 roommate disputes or to living accommodations where a tenant shares a kitchen or a bathroom with the owner. It is undisputed that the parties shared a kitchen. So, I find the RTA does not apply, and this is a contract dispute within the CRT's small claims jurisdiction over debt and damages.
5. 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.
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 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 an oral hearing is not necessary in the interests of justice.
7. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be

admissible in court. The CRT may also ask questions of the parties and witnesses, and inform itself in any other way it considers appropriate.

8. In submissions, Charles Loro refers to a June 10, 2024 RTB hearing about the same issues that they say resolved the matter in their favour. Through CRT staff, I asked Charles Loro for a copy of the RTB decision, but they did not provide one, or explain why they could not. Ms. Wong was given a chance to comment, and said the RTB decision had been cancelled. Without documentary evidence of an RTB decision, cancelled or not, I am unable to properly consider arguments about this issue. So, I have not addressed it further.
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.

## **ISSUES**

10. The issues in this dispute are:
  - a. Did Charles Loro improperly end the parties' tenancy agreement?
  - b. If so, what are Ms. Wong's proven damages?
  - c. Must Charles Loro return Ms. Wong's security deposit?

## **EVIDENCE AND ANALYSIS**

11. As the applicant in this civil proceeding, Ms. Wong must prove her claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but only refer to information I find necessary to explain my decision.
12. Charles Loro submitted a copy of the parties' signed September 1, 2023 tenancy agreement, which is a standard form RTB Residential Tenancy Agreement with no

addendum. While the RTA does not apply here, to the extent the parties incorporated RTA terms into their agreement by using the RTB form, those are contractual terms that bind the parties.

13. Ms. Wong had a private bedroom and bathroom, but shared all other areas including the kitchen and living room with Charles Loro's family. Under the month-to-month agreement, she paid \$900 a month in rent. She also paid a \$450 security deposit.
14. In October 2023, Ms. Wong began raising concerns about noise from slamming doors. Charles Loro says that though Ms. Wong was the only one who complained about door-slamming, they spoke with their basement tenants about minimizing the noise.
15. On December 30, 2023, the parties had a face-to face conversation. Ms. Wong says she proposed paying only half rent because of the noise, and Charles Loro became defensive. She says she felt threatened by their confrontational body language (arms crossed, chest "pumped up") and aggressive words. Charles Loro disagrees, and says the conversation was civil. They say they gave Ms. Wong two options: 1) stay and adapt to the living situation, or 2) move out. Charles Loro says Ms. Wong chose to move out, and they gave her two months' notice to do so. Ms. Wong's says her proposal about paying half rent was just a suggestion, and she was "blindsided" by Charles Loro's January 1, 2024 "notice to quit". She moved out on February 4, 2024.

***Did Charles Loro improperly end the parties' tenancy agreement?***

16. I find there is no documentary evidence to support Charles Loro's assertion that Ms. Wong chose to move out. Instead, the notice to quit in evidence that both parties provided shows Charles Loro elected to end their agreement.
17. The agreement says Charles Loro could only end it for reasons set out in the RTA. Under the RTA, a landlord may end a tenancy for cause, and for other reasons that do not apply here.

18. The notice to quit records the reason for ending the agreement as being Ms. Wong's comments about feeling threatened by Charles Loro and complaints about their family's "lifestyle". This raised concerns about the "comfortability of the family". I infer Charles Loro's position is that they had cause to end the agreement.
19. I find the reason for Charles Loro's notice did not amount to cause under the RTA. Cause includes things like a) repeatedly being late with the rent, b) significantly interfering with or unreasonably disturbing another occupant or the landlord, c) seriously jeopardizing health and safety, d) putting the property at significant risk, and e) engaging in illegal activity, among others. Charles Loro's reason does not fall into any of these categories.
20. So, I find Charles Loro breached the parties' agreement by improperly ending it.

***What are Ms. Wong's proven damages?***

21. Ms. Wong claims \$5,000 for "feeling threatened and unsafe by the landlord's actions", as well as for her deposit. I consider the deposit separately below.
22. Ms. Wong says Charles Loro's breach caused significant emotional damage to her mental health, and exacerbated her anxiety. She claims damages for therapy to address the trauma she suffered. I infer this relates not only to the parties' conversation on December 30, 2023, but to events after that. It is undisputed that on February 1, 2024, Charles Loro locked Ms. Wong out of the house. Charles Loro says this is because during the notice period, Ms. Wong only paid half rent. Ms. Wong says she was under the impression she did not have to pay the February rent under the RTA. Whatever the case, the police attended, and Ms. Wong was allowed to return to the house. She then moved out on February 4, 2024, which is the date I find the tenancy ended.
23. I find Ms. Wong has not proven damages resulting from Charles Loro's breach of the agreement. There is no evidence she attended therapy after moving out, nor did she provide medical records supporting her allegations of trauma, anxiety, or another mental health condition resulting from the improper termination and related

events. The BC Court of Appeal has held there must be some evidentiary basis for awarding damages for mental distress, which is what I find Ms. Wong essentially alleges (see *Lau v. Royal Bank of Canada*, 2017 BCCA 253 at paragraphs 49 to 50). While I accept the circumstances of Ms. Wong's departure were upsetting, I find that without some documentary evidence, they do not give rise to compensable damages. Ms. Wong does not claim damages for any other expenses related to the agreement's improper termination. I dismiss this part of her claim.

***Must Charles Loro return Ms. Wong's security deposit?***

24. Ms. Wong also says she is entitled to double her deposit. She says this is because Charles Loro failed to return her deposit within the specified timeframe. Charles Loro says that despite Ms. Wong leaving the room in poor condition, and failing to remove her garbage, they returned her \$450 deposit.
25. The parties' agreement says the landlord must repay the security deposit with interest within 15 days of the tenancy ending, unless the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or the landlord applies for dispute resolution. Neither of these things occurred.
26. The agreement also says if the landlord does not repay the security deposit as required, they may not make a claim against it, and must pay the tenant double its amount.
27. It is undisputed that Charles Loro repaid Ms. Wong's \$450 security deposit sometime after March 11, 2024, when the CRT issued the Dispute Notice for this dispute. This was more than 15 days after the tenancy ended on February 4, 2024. So, I find Ms. Wong was entitled to double the security deposit's amount, or \$900, without any deduction. Since Charles Loro has already paid Ms. Wong \$450, I order them to pay her the balance, which is \$450.

## INTEREST, CRT FEES, AND DISPUTE-RELATED EXPENSES

28. The *Court Order Interest Act* applies to the CRT. Ms. Wong is entitled to pre-judgment interest on the \$450 monetary award from February 20, 2024, 16 days after the tenancy agreement ended, to the date of this decision. This equals \$27.75.
29. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. However, Ms. Wong did not pay CRT fees, so I make no order for those. Neither party claims dispute-related expenses.

## ORDERS

30. Within 30 days of the date of this decision, I order Charles Loro to pay Ms. Wong a total of \$477.75, broken down as follows:
- a. \$450 in damages, and
  - b. \$27.75 in pre-judgment interest under the *Court Order Interest Act*.
31. Ms. Wong is entitled to post-judgment interest, as applicable.
32. I dismiss the balance of Ms. Wong's claims.
33. 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.

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Megan Stewart, Tribunal Member