



# Civil Resolution Tribunal

Date Issued: July 24, 2025

File: SC-2024-002729

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Albertini v. Diaz*, 2025 BCCRT 1034

B E T W E E N :

JAMES ALBERTINI

**APPLICANT**

A N D :

HECTOR DIAZ

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Peter Nyhuus

## INTRODUCTION

1. The applicant, James Albertini, was the landlord of the respondent, Hector Diaz. Mr. Albertini says that Mr. Diaz stole 4 new locks, broke his reading glasses, and bent his screwdriver. He claims \$906 to replace these stolen and damaged items. Mr. Albertini represents himself.

2. Mr. Diaz asks me to dismiss Mr. Albertini's claims. He denies stealing Mr. Albertini's locks and says the glasses and screwdriver were already damaged when he found them. Mr. Diaz represents himself.

## **JURISDICTION AND PROCEDURE**

3. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought 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. In resolving disputes, the CRT must apply principles of law and fairness. These are the CRT's formal written reasons.
4. 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. In some respects, the parties question the credibility, or truthfulness, of the other's evidence. Under the circumstances, I find that I am properly able to assess and weigh the evidence and submissions before me without an oral hearing. In *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the court recognized that oral hearings are not necessarily required where credibility is in issue. Neither party requested an oral hearing. So, bearing in mind the CRT's mandate for proportionality and a speedy resolution of disputes, I decided to hear this dispute through written submissions.
5. 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.
6. 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.

### ***Jurisdictional Issue***

7. Under CRTA section 10, the CRT must refuse to resolve a claim that it considers to be outside the CRT's jurisdiction.

8. Generally, the CRT does not have jurisdiction over residential tenancy disputes, which are decided by the Residential Tenancy Branch (RTB) under the *Residential Tenancy Act* (RTA). Mr. Diaz provided two published decisions showing that the RTB has already decided various issues that arose during Mr. Diaz's tenancy.
9. I considered whether the CRT has jurisdiction to resolve this matter, given the parties' prior history of adjudication and their landlord-tenant relationship. For two reasons, I find the CRT has jurisdiction to resolve most of Mr. Albertini's claims.
10. First, I find Mr. Albertini alleges that Mr. Diaz committed the tort of conversion, which is essentially the wrongful interference with another person's property. The property items in question are Mr. Albertini's reading glasses, screwdriver, and bag of locks. I find it likely that the parties did not intend to include these personal items in the parties' lease agreement. So, I find Mr. Albertini's claims are outside the scope of the RTA and within the CRT's small claims jurisdiction to resolve claims for damages.
11. Second, I have reviewed the RTB arbitrators' decisions and find that they did not address Mr. Albertini's present claims. So, I find Mr. Albertini's claims are not *res judicata*, or "already decided". I will explain the concept of *res judicata* further below.
12. However, I find there is one exception to the above analysis. As I explain below, I refuse to resolve Mr. Albertini's claim about 1 of the 4 locks he says Mr. Diaz stole, as this claim is both subject to the RTA and *res judicata*.

## ISSUES

13. The issues in this dispute are:
  - a. Did Mr. Diaz damage Mr. Albertini's glasses and screwdriver?
  - b. Did Mr. Diaz steal Mr. Albertini's bag of locks?
  - c. If yes, what are Mr. Albertini's damages?

## **EVIDENCE AND ANALYSIS**

14. In a civil proceeding like this one, Mr. Albertini, as the applicant, must prove his claims on a balance of probabilities. This means “more likely than not”. I have read all the parties’ submissions and evidence but refer only to the evidence and argument that I find relevant to explain my decision.

### ***The March 8, 2024 incident***

15. This dispute arises from an incident that occurred on March 8, 2024, at the property that Mr. Diaz rented from Mr. Albertini. The parties agree that their relationship was very strained by this time.
16. Mr. Albertini says that Mr. Diaz did not pay rent for the month of March. On March 6, he discovered that Mr. Diaz’s family had made a “midnight move” and abandoned the rental suite. That day he took a video which shows the suite to be mostly empty of furniture.
17. On March 8, Mr. Albertini and his wife, CA, attended the suite to remove Mr. Diaz’s family’s remaining belongings. He says he also intended to remove the suite’s locks and replace them with locks he had purchased the day before.
18. Mr. Albertini says that while he was replacing the back door lock, Mr. Diaz’s wife, ED, arrived at the suite and called the RCMP. Mr. Diaz provided a video showing a heated confrontation in which Mr. Albertini and ED each accuse the other of trespassing. I infer that Mr. Diaz arrived at the property shortly after ED.
19. Two RCMP officers responded to ED’s call. I infer that the parties and their wives met the police outside, in the parking area at the front of the suite. Mr. Albertini says that the officers informed him they had no control over rental matters and that he would have to take up the issue with the RTB. Mr. Albertini says he agreed to leave but asked the officers if he could go back into the house to get his reading glasses and screwdriver, which he had left on the kitchen counter near the back door.

20. He says that at this point, Mr. Diaz ran into the house and locked the door behind him. He says that 10 to 15 seconds later, Mr. Diaz opened the door and tossed the screwdriver and a bag containing his glasses into the back of Mr. Albertini's truck.
21. Mr. Albertini provided a photograph of the glasses and screwdriver. The glasses are snapped in two, near the bridge. The screwdriver is bent about 45 degrees. Mr. Albertini says that Mr. Diaz damaged these items while he was inside.
22. Mr. Albertini says he then asked the RCMP officers about his bag of locks and that the officer said he would go inside and retrieve it. Mr. Albertini says Mr. Diaz ran back into the house again and hid the locks in front of one of the officers.
23. Mr. Albertini provided a video which he recorded shortly after Mr. Diaz and the officer exited the suite. The video shows a heated exchange between the parties in the suite's driveway. After Mr. Diaz insults Mr. Albertini, an officer walks up to him. I infer this is the officer who went inside with him. Mr. Diaz asks if the officer is arresting him. The officer confirms he is arresting him for theft under \$5,000. The officer says, "he stole right in front of my eyes." The officer handcuffs Mr. Diaz and places him in their police car. As he is being arrested, Mr. Diaz denies stealing anything and asks the officer, "how do you steal in your own house?"
24. Mr. Diaz emphasizes that he and his wife caught Mr. Albertini illegally entering his suite and removing his belongings. I note that the RTB decided the issue of whether Mr. Diaz and ED had abandoned the suite and that Mr. Diaz has not brought a counterclaim for any missing or damaged belongings. So, I do not address these issues. However, Mr. Diaz says that Mr. Albertini's trespass onto his rental suite provides important context. He says it explains his "understandably agitated" state during the confrontation.

***Did Mr. Diaz damage Mr. Albertini's glasses and screwdriver?***

25. Mr. Diaz admits he tossed the glasses and screwdriver into Mr. Albertini's truck, although he denies damaging them. He says he found the glasses already broken,

lying in the middle of the floor near the front entrance. He says he assumes they were accidentally stepped on by 1 of the 6 people present at the scene.

26. On balance, I find Mr. Albertini's version of the incident to be more likely. I find he was using his glasses and screwdriver to change the lock on the kitchen door when ED arrived, at which point he removed the glasses and put down the screwdriver.
27. Given Mr. Diaz's obvious anger towards Mr. Albertini, I find it likely that he intentionally broke the glasses and bent the screwdriver when he went to retrieve them. I note that the screwdriver appears to be old, cheap, and rusty. In other words, it looks easily bendable.
28. Mr. Diaz says Mr. Albertini bent his own screwdriver while breaking into the rental suite. However, Mr. Albertini says he had a key to the suite and no reason to break in. I find his video of the suite's interior, taken two days earlier, supports Mr. Albertini's assertion that he had a key to the suite.
29. So, on balance, I find Mr. Diaz damaged Mr. Albertini's personal items and must reimburse him. However, Mr. Albertini has not provided any evidence to show the value of the glasses and screwdriver.
30. Mr. Albertini says the glasses were reading glasses. Without evidence proving otherwise, I find they were likely the kind sold at a drugstore that do not require a medical prescription. I find it reasonable to order Mr. Diaz to pay Mr. Albertini \$20 for the reading glasses.
31. As I have said, the damaged screwdriver appears to be old, cheap, and rusty. I order Mr. Diaz to pay Mr. Albertini \$10 for the screwdriver.

***Did Mr. Diaz steal Mr. Albertini's bag of locks?***

32. Mr. Diaz also denies stealing Mr. Albertini's bag of locks. He says the bag of locks that the officer saw him move belonged to him. He provided an invoice from Home Depot dated February 28, 2024, which he says shows that he had recently purchased locks for a painting project for a client.

33. It may be true that Mr. Diaz recently purchased locks. However, I find this does not explain why Mr. Diaz would suddenly run into his suite and hide his bag of locks right after Mr. Albertini had requested the return of his own bag of locks. Mr. Diaz has not explained why he did this. I find the most likely explanation is that Mr. Diaz did not want Mr. Albertini to get his property back, so he ran inside and hid Mr. Albertini's bag of locks.

34. So, I find that Mr. Diaz stole the bag of locks and must reimburse Mr. Albertini.

#### The back door lock

35. I note that Mr. Albertini's claim is about the theft of 3 deadbolt locks and 1 padlock for the garage. However, Mr. Albertini says that he had almost completed installing one of the deadbolt locks on the back door when ED arrived. For the following reasons, I dismiss his claim for reimbursement for this already installed lock, as I find it is *res judicata*.

36. The legal principle of *res judicata* prevents parties from bringing multiple legal proceedings about the same issues. There are two types of *res judicata*: issue estoppel and cause of action estoppel. Issue estoppel prevents a party from raising an issue that has already been finally decided in a previous proceeding between the same parties. Cause of action estoppel prevents a party from pursuing a matter that was, or should have been, the subject of a previous proceeding between the same parties. See: *Erschbamer v. Wallster*, 2013 BCCA 76.

37. I find that issue estoppel applies. Issue estoppel occurs where the same question was previously decided in a final judicial, or tribunal, decision, and the parties in both decisions were the same. See: *Tuokko v. Skulstad*, 2016 BCSC 2200.

38. Mr. Albertini brought a claim against Mr. Diaz to the RTB for reimbursement for the back door lock. The RTB arbitrator made a final, binding decision on that claim. Given that Mr. Albertini's claim has already been determined by a tribunal of competent jurisdiction, the CRT has no jurisdiction to hear this claim.

39. I note that even if Mr. Albertini's claim for reimbursement of the back door lock were not *res judicata*, I would have refused to resolve this claim as I find it falls outside the CRT's jurisdiction. I say this because Mr. Albertini had installed, or partially installed, the lock to the door. So, I find it formed part of the property and was likely part of the parties' residential tenancy agreement. This makes this lock subject to the RTB's jurisdiction.
40. However, I find his claims for reimbursement for the locks in the bag, which Mr. Albertini had not yet installed, are not *res judicata*, and are within the CRT's jurisdiction over claims for debt and damages.

***What are Mr. Albertini's damages?***

41. I find Mr. Diaz must reimburse Mr. Albertini for the 3 uninstalled locks.
42. Mr. Albertini provided a receipt that shows 3 deadbolt locks ranging in price from \$42.99 to \$46.99 and 1 combination padlock for \$29.99. I find I cannot determine which deadbolt Mr. Albertini used on the back door. So, I find it appropriate to deduct the most expensive lock. The other two deadbolt locks and the combination padlock equal \$117.87. I find Mr. Diaz must pay Mr. Albertini this amount.
43. In summary, I find Mr. Diaz damaged Mr. Albertini's glasses and screwdriver and stole his bag of locks. I order him to reimburse Mr. Albertini \$30 for the glasses and screwdriver and \$117.87 for the locks. This equals \$147.87.
44. The *Court Order Interest Act* applies to the CRT. Mr. Albertini is entitled to pre-judgment interest on the \$147.87 award from March 8, 2024 to the date of this decision. This equals \$8.93.
45. 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. While Mr. Albertini was successful, I have only awarded him a small portion of the amount he claimed. So, I find he is entitled to

reimbursement of \$62.50, which is half his paid CRT fees. Neither party claimed dispute-related expenses.

## **ORDERS**

46. Within 30 days of the date of this decision, I order Mr. Diaz to pay Mr. Albertini a total of \$219.30, broken down as follows:

- a. \$147.87 in damages,
- b. \$8.93 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$62.50 in CRT fees.

47. Mr. Albertini is entitled to post-judgment interest, as applicable.

48. I dismiss Mr. Albertini's claim about the lock he installed, or partially installed, on the suite's back door.

49. 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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Peter Nyhuus, Tribunal Member