



Civil Resolution Tribunal

Date of Original Decision: July 28, 2025

Date of Amended Decision: August 29, 2025

File: SC-2024-000026

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Burton v. Adlem*, 2025 BCCRT 1059

B E T W E E N :

GREGOR PETER BURTON and RENE LEANNE MAYRHOFFER

APPLICANTS

A N D :

LISA ADLEM, GEORDIE ADLEM, GEORGE DAVID ADLEM (Doing
Business As ADLEM MECHANICAL)

RESPONDENTS

AMENDEDⁱ REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about a short-term rental agreement. The applicants are Gregor Peter Burton and Rene Leanne Mayrhofer. The respondents are Lisa Adlem, Georgie Adlem, George David Adlem (doing business as Adlem Mechanical).

2. The applicants say the following. They pre-paid \$4,500 in rent to stay at the respondents' property at a ski resort. The respondents then requested additional deposits totaling \$2,000 without justification. The applicants were unable to pay so the respondents cancelled the booking. The respondents returned the prepaid rent except for \$800. The applicants claim for the \$800 still held by the respondents.
3. The respondents deny liability. Mrs. Adlem says the parties' agreement included terms the respondents provided a link to, and those terms obligated the applicants to pay deposits. She also says that she incurred a loss of approximately \$800 as she was unable to rent out the property for the same amount. As such, she says she is justified in keeping the claim amount.
4. CRT documents and staff notes indicate that Geordie Adlem and George Adlem are the same person known as George Adlem, though in some documents he refers to himself as Geordie. CRT staff provided the applicants an opportunity to amend the Dispute Notice to reflect this, but they declined to do so. Mr. Adlem denies liability and says he has nothing to do with this dispute.
5. Mr. Burton represents the applicants. Mrs. Adlem represents the respondents.
6. For the reasons that follow, I find the applicants have proven their claims.

JURISDICTION AND PROCEDURE

7. 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.
8. Section 39 of the CRTA 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. I note that the parties' interactions are extensively

documented in emails and text messages. 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.

9. Section 42 of the CRTA 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.
10. Where permitted by section 118 of the CRTA, 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.

ISSUE

11. The issue in this dispute is whether any respondents must return \$800 in prepaid rent to the applicants.

BACKGROUND, EVIDENCE, AND ANALYSIS

12. In a civil proceeding like this one, the applicants must prove their claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
13. The background facts are undisputed except where noted. Rental documents indicate that the Adlems own a 3-bedroom strata lot near a ski resort. They rent it out for short-term stays.
14. On September 23, 2023, Ms. Mayrhofer contacted Mrs. Adlem via Facebook Messenger. Ms. Mayrhofer said she was seeking a place for December 22 to 27, 2023.
15. Ms. Mayrhofer says that she acted on behalf of herself and Mr. Burton at the time. I find this was likely the case. Consistent with this, Mrs. Adlem directed some of her

correspondence to Mr. Burton and returned a portion of the prepaid rent to him, rather than Ms. Mayrhofer.

16. I also find that Mrs. Adlem was likely acting for both herself and Mr. Adlem in her discussions with Ms. Mayrhofer. This is because she was renting out a strata lot both Adlems owned. I find it unlikely that Mrs. Adlem did so without Mr. Adlem's consent or knowledge. Further, the Adlems together exchanged correspondence with the applicants when their business relationship soured.
17. Ms. Mayrhofer and Mrs. Adlem messaged each other about topics including the size of the strata lot, number of bedrooms and bathroom, and its availability. Mrs. Adlem said the price was \$900 night, for a total of \$4,500 for 5 nights. Ms. Mayrhofer asked if pets were allowed. Mrs. Adlem said that a pet deposit would likely be needed but did not specify a number. I find that they essentially agreed that the pet deposit would be for a reasonable amount.
18. Mrs. Adlem mentioned that she could not access her smartphone apps because of data corruption. She also said she managed a Facebook group and sent a screenshot showing its name, indicating it was for short-term rentals at a local ski resort. She said, "That's my page and my listing is in there with photos". A screenshot indicates that Ms. Mayrhofer joined the group on September 23, 2023.
19. It is undisputed that the Facebook group contained a link to further terms and conditions about the stay. These are shown in a document labelled "Snowbird Check In 2024.docx". Under a section titled "Suite access", it said that renters had to pay a \$1,500 security deposit 24 hours before check-in time. The Snowbird document also said that the Adlems would return the deposit within 48 hours of check out, provided there was no damage to the strata lot. The document also said no pets were allowed. It did not specify a pet deposit amount.
20. At one point Ms. Mayrhofer asked, "what amount of money are you asking for a deposit?" Mrs. Adlem asked whether she meant a "refundable deposit" or a deposit to hold the dates. Ms. Mayrhofer replied, "To hold the dates". Ms. Adlem replied that

Ms. Mayrhofer had to pay the entire balance of the rental period by December 1, 2023. Ms. Mayrhofer ultimately agreed that same day to rent the strata lot for the period of December 22 to 27, 2023.

21. In some submissions and emails, Mrs. Adlem says that at this point the parties did not have a binding agreement. I disagree and find it likely that the parties entered into a binding agreement on the date of these discussions, that being September 23, 2023. A binding contract requires an offer, acceptance of the offer, and consideration. Consideration means something of value exchanged. The text messages show that Mrs. Adlem offered the strata lot for rent, Ms. Mayrhofer accepted, and she provided consideration that included a promise to pay the specified rent. The parties had also agreed on key terms such as price, and length of the stay.
22. Consistent with my conclusion, Ms. Mayrhofer pre-paid half the rent by November 17, 2023, and the remainder on December 4, 2023. Prepaying rent was an obligation under the parties' agreement. While the late payment was technically a breach of the contract, I find Mrs. Adlem waived the breach. This is because the messages show Mrs. Adlem still intended to rent the property to the applicants.
23. On December 5, 2023, Mrs. Adlem emailed Ms. Mayrhofer the Snowbird document. Text messages show that Ms. Mayrhofer did not either immediately receive or read the document. Mrs. Adlem re-sent it on December 14, 2023 at Ms. Mayrhofer's request. Ms. Mayrhofer texted that she objected to paying the \$1,500 security deposit mentioned in the document. She said that she never agreed to pay it. She added that she was still willing to pay a pet deposit, even though Mrs. Adlem never specified an amount. A December 15, 2023 email from the Adlems shows that they later requested \$500 for the pet deposit.
24. In their December 15, 2023 email, the Adlems advised the applicants that they had relisted the property for rental. They said they would refund the applicants' money once they had new renters. The Adlems and the applicants exchanged further

emails and messages in an attempt to settle the matter. These settlement discussions occurred from December 16 to around the end of December 2023.

25. Settlement discussions are normally protected by settlement privilege, to prevent disclosure to other parties. However, both parties provided emails and text messages as evidence that contained settlement discussions. The applicants in particular marked some of their correspondence “with prejudice”. This means they wished to use this correspondence in a legal proceeding like this one. So, I have reviewed these emails and messages. However, nothing turns on them, so I need not discuss them further.
26. Mrs. Adlem subsequently rented the property out to 2 different groups. Emails show she refunded \$2,000 to Mr. Burton on December 22, and \$1,700 on December 26, 2023, for a total of \$3,700

Must any respondents return \$800 in prepaid rent to the applicants?

27. Mrs. Adlem says that her Facebook group contained a link to the terms in the Snowbird document, noted above. She says those terms were therefore part of the parties’ agreement. She essentially alleges that the applicants breached the contract by refusing to pay the \$1,500 security deposit.
28. The applicants say the deposit was never a term of their agreement. They say Mrs. Adlem breached the agreement by demanding the security deposit and cancelling their booking.
29. Case law discusses when terms on a website are legally enforceable. It is a general legal principle that parties will not be bound by contractual terms they did not explicitly agree to. That is, just because a website owner has terms and conditions on their website does not necessarily mean they form part of the parties’ contract. Such terms and conditions are only binding if the website owner takes reasonable steps to bring them to the other party’s attention before they enter into a contract. See, for example, *Century 21 Canada Limited Partnership v. Rogers Communications Inc.*, 2011 BCSC 1196, *Kobelt Manufacturing Co. Ltd. v. Pacific*

Rim Engineered Products (1987) Ltd., 2011 BCSC 224, and the non-binding decision of *Hall v. Coast Wilderness Medical Training Incorporated*, 2025 BCCRT 291.

30. I have already found that the parties entered into a binding agreement as of September 23, 2023. The key issue then is whether Mrs. Adlem took reasonable steps to bring the website terms, here located in a Facebook group, to Ms. Mayrhofer's attention before they entered into a contract. I find she did not for the following reasons.
31. From my review of the messages, at no point did Mrs. Adlem explicitly state that there were further terms in the Facebook group. She said the Facebook group contained her "listing", but I do not find it was reasonably clear, from an objective point of view, that the group or listing contained further contract terms.
32. I acknowledge that Ms. Mayrhofer joined the Facebook group. However, the evidence does not show whether a group member viewing the Facebook website or app would have been alerted to the existence of further contract terms. For example, there are no screenshots that show what Ms. Mayrhofer would have seen as a new group member.
33. I acknowledge that Mrs. Adlem mentioned a distinction between a refundable deposit and a deposit to hold the listing in the September 26, 2023 messages. She places some significance on this. However, I find this falls far short of specifying that the applicants had to actually pay a security deposit as part of the agreement.
34. Mrs. Adlem's submissions also suggest that it was an implied term that the applicants had to pay a security deposit of some amount. Implied terms are contractual terms that the parties did not expressly consider, discuss, or write down. The courts (and the CRT) will imply a term if it is necessary to give business efficacy to the contract. Business efficacy in this context means making the contract practically workable or achievable. An implied term must be something that both

parties would have considered obvious when they entered into the contract. See *Zeitler v. Zeitler (Estate)*, 2010 BCCA 216, at paragraphs 25 to 32.

35. I acknowledge terms about security deposits are common in short-term tenancy agreements. However, I do not find such a term would have been obviously part of the agreement. The parties had already agreed on a pet deposit, and I do not find it would have been apparent that the applicants had to pay yet another deposit on top of this and the prepaid rent. I also find the parties' contract does not require such a term for the purposes of business efficacy. While perhaps inadvisable, it is possible to rent out a strata lot without a security deposit.
36. Given the above, I find the Adlems breached the contract by requiring the applicants to pay the security deposit, and also by cancelling the applicants' booking. So, I order the Adlems to return \$800 to the applicants. I will, however, dismiss the claims against "Geordie Adlem". This is because I have found that Geordie Adlem and George Adlem are the same person.
37. The *Court Order Interest Act* applies to the CRT. The applicants are entitled to pre-judgment interest on the sum of \$800 from December 4, 2023, the date by which the applicants provided the prepaid rent, to the date of this decision. This equals \$59.24.
38. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find the applicants are entitled to reimbursement of \$125 in CRT fees. The parties did not claim any specific dispute-related expenses.

ORDERS

39. Within 30 days of the date of this decision, I order Mrs. Adlem and George Adlem to pay the applicants a total of \$984.24, broken down as follows:
 - a. \$800 for the return of the prepaid rent,

- b. \$59.24 in pre-judgment interest under the Court Order Interest Act, and
- c. \$125 in CRT fees.

40. The applicants are entitled to post-judgment interest, as applicable.

41. I dismiss the applicants' remaining claims against Geordie Adlem.

42. 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.

David Jiang, Tribunal Member

Amendment Notes

ⁱ I have amended paragraph 15 under CRTA section 64 to correct an accidental or inadvertent error.