



Civil Resolution Tribunal

Date Issued: August 6, 2025

File: SC-2024-003127

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bajwa v. St. Jacques*, 2025 BCCRT 1097

B E T W E E N :

ASHOK BAJWA

APPLICANT

A N D :

DANIELLE ST. JACQUES

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alissa Reynolds

INTRODUCTION

1. This dispute is about a rental agreement.
2. The applicant, Ashok Bajwa, rented a room from the respondent, Danielle St. Jacques. Mr. Bajwa says he terminated the agreement because his room did not lock. He claims a \$1,162.50 refund for his damage deposit and first month's rent.

3. Ms. St. Jacques says Mr. Bajwa is not entitled to a refund for the first month's rent and she already refunded Mr. Bajwa's damage deposit.
4. Mr. Bajwa is represented by his wife. Ms. St. Jacques is self-represented.
5. For the reasons that follow, I allow Mr. Bajwa's claim for the damage deposit refund, but I dismiss his claim for the first month's rent refund.

JURISDICTION AND PROCEDURE

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under *Civil Resolution Tribunal Act* (CRTA) section 118. The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These are the CRT's formal written reasons.
7. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Here, I find that I can properly assess and weigh the documentary evidence and submissions before me. Bearing in mind the CRT's mandate that includes proportionality and timeliness, 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, even if the information would not 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 Act

10. Generally, the CRT does not have jurisdiction over residential tenancy disputes. These are within the exclusive jurisdiction of the Residential Tenancy Branch under the *Residential Tenancy Act* (RTA). However, the RTA does not apply to roommate

agreements, or agreements where the tenant shares a kitchen or a bathroom with the owner. The parties were to share a kitchen, so I find the CRT has jurisdiction to decide this dispute.

ISSUES

11. The issues in this dispute are:

- a. Must Ms. St. Jacques refund Mr. Bajwa's damage deposit and first month's rent, and
- b. Did Ms. St. Jacques already refund Mr. Bajwa's damage deposit?

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, Mr. Bajwa must prove his claim on a balance of probabilities. This means more likely than not. I have read all the submissions and evidence but refer only to what is necessary to explain my decision.

Background

13. In February 2024, Mr. Bajwa responded to Ms. St. Jacques' advertisement for a room to rent in her home. The available room was in the basement with 2 other rented rooms. Ms. St. Jacques lives upstairs. The renters all share the upstairs kitchen with Ms. St. Jacques. Mr. Bajwa viewed the rental on February 26. After checking references, Ms. St. Jacques agreed to rent the room to Mr. Bajwa and requested a damage deposit. Mr. Bajwa e-transferred Ms. St. Jacques \$387.50 for the damage deposit and \$775 for rent for March 2024.

14. Neither party provided the advertisement for the rental in evidence. There was also no written rental agreement in evidence.

15. On March 1, 2024, Mr. Bajwa went to Ms. St. Jacques' house intending to move in. When he arrived, he realized there was no lock on his bedroom door. He

immediately texted Ms. St. Jacques and asked whether she would put a lock on his bedroom door. Screen shots of the text messages show that Ms. St. Jacques replied that she would think about it.

16. Contrary to Mr. Bajwa's submissions, the texts show that Ms. St. Jacques did not say no at that point. Mr. Bajwa texted to say he would not stay in the room without a lock and requested a refund. Ms. St. Jacques then agreed to put a lock on the door. However, Mr. Bajwa then informed Ms. St. Jacques that he would only stay for one month and then move out. Ms. St. Jacques replied that she would not buy a lock for Mr. Bajwa for one month.
17. On March 2, 2024, Mr. Bajwa texted Ms. St. Jacques to terminate the agreement and asked her to refund his damage deposit and March rent. On March 3, 2024, Ms. St. Jacques replied that Mr. Bajwa was not entitled to a rent refund, but she would return the damage deposit once Mr. Bajwa returned the house key.
18. On March 4, 2024, Mr. Bajwa texted Ms. St. Jacques to tell her the house key was in her mailbox and again requested a full refund. Ms. St. Jacques replied that she would refund Mr. Bajwa's damage deposit. For that reason, I find Ms. St. Jacques accepted Mr. Bajwa's termination of the agreement.

Must Ms. St. Jacques refund Mr. Bajwa's damage deposit and first month's rent?

19. Since there was no written rental agreement, there is very little evidence about the agreement between the parties, aside from the monthly rent in exchange for a private bedroom with a shared kitchen.
20. Mr. Bajwa says that he rented a private room, which should provide 100% privacy, including a locking bedroom door. He said while Ms. St. Jacques was showing him the room, she never mentioned anything about the private room not having a lock.
21. Ms. St. Jacques says Mr. Bajwa viewed the room with no lock on the door, knowing he would have two other roommates downstairs. She says she has been renting rooms in her house for 12 years and no one has asked for a lock before this.

22. I find that at the time the parties entered into the verbal rental agreement, there was no agreement that Ms. St. Jacques would provide a locked room. Mr. Bajwa viewed the room for himself. He admits there was no discussion about a lock at that time. So, I find that Ms. St. Jacques did not breach the agreement by failing to provide a lock. For that reason and because Mr. Bajwa terminated the agreement on March 2, I find Mr. Bajwa is not entitled to a refund of rent for March.

23. Ms. St. Jacques admitted that Mr. Bajwa is entitled to a damage deposit refund.

Did Ms. St. Jacques already refund Mr. Bajwa's damage deposit?

24. Ms. St. Jacques says she already refunded Mr. Bajwa's damage deposit by e-transfer. She relies on a screenshot of her banking app that shows she sent a \$387.50 e-transfer on March 5, 2024, to "Ashok." Unfortunately, the screenshot does not show the phone number that Ms. St. Jacques sent the e-transfer to.

25. Text messages between the parties show that on March 5, 2024, Mr. Bajwa told Ms. St. Jacques that he did not receive the money. On March 7, he followed up and asked whether Ms. St. Jacques sent the e-transfer by email, because he sent the deposit by email. Ms. St. Jacques replied that she sent it to Mr. Bajwa's cell number and said he should speak to his bank. On March 9, 2024, Mr. Bajwa texted Ms. St. Jacques to tell her that the bank told him there was no deposit into his account.

26. On March 10, 2024, Ms. St. Jacques texted Mr. Bajwa to tell him that her bank confirmed the payment went to Mr. Bajwa's cell and it was automatically deposited into his account. Mr. Bajwa replied that he never used his cell for bank transactions, and he never received the deposit. Mr. Bajwa sent Ms. St. Jacques a screenshot of his bank statement that shows there was no \$387.50 deposit on or around March 5, 2024.

27. Mr. Bajwa says he never received any refund from Ms. St. Jacques. Ms. St. Jacques did not provide any evidence from the bank showing that the e-transfer

went to Mr. Bajwa's cell, or that it was ultimately deposited into an account owned by Mr. Bajwa.

28. I accept that Ms. St. Jacques sent an e-transfer in the amount of \$387.50 to an unknown cell number. However, based on the evidence before me, I find that Mr. Bajwa did not receive it.
29. In *St. Lawrence Testing & Inspection Co. Ltd. v. Lanark Leeds Distribution Ltd.*, 2019 CanLII 69697 (ON SCSM), the court found that the party who was supposed to receive the e-transfer was not liable for the loss unless one of 3 situations occurred:
 - a. The parties had an agreement that the transferring party was to rely on instructions sent by email and a fraudster sent new instructions by email,
 - b. There is evidence of willful misconduct or dishonesty by the party expecting the e-transfer, or
 - c. There is evidence of negligence by the party expecting the e-transfer.
30. None of the above apply to Mr. Bajwa in this dispute. Mr. Bajwa asked Ms. St. Jacques to return the deposit by e-transfer to his email, not his phone number. There is no evidence that he gave Ms. St. Jacques new instructions. Further, there is no evidence that Mr. Bajwa was dishonest or negligent.
31. For those reasons, I find Ms. St. Jacques has not refunded Mr. Bajwa's deposit. So, I conclude that Ms. St. Jacques must return the \$387.50 damage deposit to Mr. Bajwa.
32. The *Court Order Interest Act* applies to the CRT. However, Mr. Bajwa waived his right to pre-judgment interest, so I order none.
33. 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. The parties' overall success here was mixed. Mr. Bajwa

had to start this dispute to recover the damage deposit. So, I find it appropriate to order Ms. St. Jacques to pay half of Mr. Bajwa's dispute fees, which amounts to \$62.50. Neither party claimed dispute-related expenses.

ORDERS

34. Within 30 days of the date of this decision, I order Ms. St. Jacques to pay Mr. Bajwa a total of \$450, broken down as follows:
 - a. \$387.50 for return of his damage deposit, and
 - b. \$62.50 in CRT fees.
35. Mr. Bajwa is entitled to post-judgment interest, as applicable.
36. I dismiss Mr. Bajwa's claim for a \$775 refund for March's rent.
37. This is a validated decision and order. Under CRTA section 58.1, a validated copy of the CRT's order can be enforced through the BC Provincial Court. Once filed, a CRT order has the same force and effect as an order of the BC Provincial Court.

Alissa Reynolds, Tribunal Member