



Civil Resolution Tribunal

Date Issued: August 7, 2025

Files: SC-2024-000555
and SC-2024-000953

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Usison v. Buenaflor*, 2025 BCCRT 1100

B E T W E E N :

HARRISON USISON

APPLICANT

A N D :

RUBEN BUENAFLORE

RESPONDENT

A N D :

IMOGENE BENITEZ USISON

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. These disputes are about a roommate agreement. The respondent, Ruben Buenaflor, rented a room in a house owned by the applicant, Harrison Usison, and the respondent by counterclaim, Imogene Benitez Usison. Mr. Usison and Mrs. Usison are spouses.
2. In dispute SC-2024-000555, Mr. Usison says Mr. Buenaflor did not give enough notice before leaving, and claims \$900 in lost rent. Mr. Buenaflor says he left before the end of the month due to lack of heat. In dispute SC-2024-000953, Mr. Buenaflor says Mrs. Usison did not return his damage deposit and claims \$400.
3. Mrs. Usison represents herself and Mr. Usison. Mr. Buenaflor is self-represented.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.

7. 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.
8. In general, residential tenancy disputes are within the exclusive jurisdiction of the Residential Tenancy Branch (RTB) under the *Residential Tenancy Act* (RTA). However, the RTB declines jurisdiction over roommate disputes like this one. So, I find these disputes fall within the CRT's small claims jurisdiction for debt and damages under CRTA section 118.

Communications not in English

9. The parties communicated in a mix of English and Ilongo, sometimes switching between the two in the same message. Mr. Usison provided a translation of each message he relies on, which Mr. Buenaflor does not say is incorrect. So, I rely on Mr. Usison's translations.
10. However, Mr. Buenaflor did not provide translations of each message and instead generally says what the parties discussed. Parties are told to provide translations of non-English evidence. So, I do not rely on those text messages that are not in English.

ISSUES

11. The issues in this dispute are:
 - a. Is Mr. Usison entitled to \$900 in lost rent?
 - b. Is Mr. Buenaflor entitled to the return of his \$400 security deposit?

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, Mr. Usison must prove his claims on a balance of probabilities. Mr. Buenaflor must prove his counterclaim to the same standard.

While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.

13. Mr. Buenaflor and Mr. Usison signed a "lodging agreement" on February 10, 2023, for a room in the Usisons' home. Mr. Buenaflor was to move in on March 1, 2023. Though Mr. Usison says Mr. Buenaflor moved in early, I find nothing turns on the exact date.
14. The initial rent was \$800 per month, and Mr. Buenaflor paid a \$400 security deposit. In August 2023, rent increased to \$900 per month. The agreement was initially until April 30, but would automatically continue month to month after that date.
15. Among other things, the lodging agreement said either party could cancel the agreement with 30 days' written notice. If Mr. Buenaflor failed to give 30 days' notice, the agreement said Mr. Usison could keep the security deposit if there was no new tenant for the next month.
16. Though Mr. Usison was listed on the agreement as the landlord, the parties' evidence shows Mrs. Usison was the one Mr. Buenaflor communicated with and paid rent to. I find by doing so, she was acting as Mr. Usison's agent.
17. On December 7, Mr. Buenaflor messaged Mrs. Usison that he was moving out at the end of December. Mrs. Usison accepted, but referred Mr. Buenaflor to the notice clause in the lodging agreement.
18. Mrs. Usison advertised the room for rent again on December 7. However, a new tenant did not move in until February 1, 2024.
19. It is undisputed neither of the Usisons refunded Mr. Buenaflor's \$400 deposit.

Is Mr. Usison entitled to \$900 in lost rent?

20. Mr. Usison kept the \$400 security deposit, but says he is entitled to a further \$900 because the new tenant did not move in until February 1, 2024.

21. I find the lodging agreement did not require Mr. Buenaflor to pay an additional month's rent for moving out early, regardless of Mr. Buenaflor's reason for doing so.
22. Instead, the lodging agreement said Mr. Usison could keep the security deposit if a new lodger was not found by the end of the month. There is no clause in the lodging agreement that requires Mr. Buenaflor to pay more than this. I find this is consistent with the short nature of the initial term, which was only intended to be two months.
23. So, I find Mr. Usison has not proven entitlement to a further month's rent, and I dismiss his claim for it.

Is Mr. Buenaflor entitled to the return of his \$400 security deposit?

24. Mr. Buenaflor named Mrs. Usison in the counterclaim. Mrs. Usison is not a party to the lodging agreement.
25. The legal doctrine called "privity of contract" means that a contract cannot give rights or impose obligations on persons who are not parties to a contract. In other words, a person must first agree to a contract to be bound by it. I find above that while Mrs. Usison dealt with the rent and communicated with Mr. Buenaflor, she did so as Mr. Usison's agent.
26. However, even if Mr. Buenaflor had properly named Mr. Usison, I would dismiss his claim for return of the security deposit. My reasons follow.
27. Mr. Buenaflor says he was forced to move out because Mrs. Usison refused to keep the house properly heated. In messages to Mrs. Usison, Mr. Buenaflor suggested the temperature should be kept at 22 degrees.
28. I find, though Mr. Buenaflor does not use the words, he is arguing that Mrs. Usison breached the lodging agreement by not keeping the house at a reasonable temperature. So, Mr. Buenaflor argues that Mrs. Usison cannot keep the security deposit, even though Mr. Buenaflor gave less than 30 days' notice.

29. Mr. Usison says Mr. Buenaflor did not move out because of the heating, but instead because Mrs. Usison asked him to clear out half of a bathroom cabinet on November 14.
30. In any event, Mr. Usison says that the house was always kept at 20 degrees, consistent with internet research that says 20 degrees during the day and 17 degrees at night is ideal. He argues the 20 degrees the house was kept at was “fair enough” because Mrs. Usison gets migraines with heat. Finally, he says Mr. Buenaflor could have worn different clothes to stay warm.
31. In messages, Mr. Buenaflor objected to Mrs. Usison controlling what he wore.
32. I find there is no evidence that Mr. Buenaflor moved out because of the bathroom cupboard issue, which happened over 3 weeks before. Instead, I find the messages in the days leading up to December 7 show Mr. Buenaflor asking Mrs. Usison to turn on the heat. She replied at least once that it was already on.
33. I find that it is an implied term of a roommate agreement that the house will be kept to a reasonable temperature. I also find it is an implied term of living communally that there is some amount of give and take.
34. I accept that Mr. Buenaflor and Mrs. Usison disagreed about the proper temperature for the house, and that Mr. Buenaflor found the house subjectively too cold.
35. However, Mr. Buenaflor did not provide any evidence of the actual temperature in his room or other parts of the house. He does not say he tried other methods of heating his room, or putting on warmer clothes.
36. Based on the above, I find Mr. Buenaflor has not proven a breach of the lodging agreement that would allow him to avoid the 30 days’ notice required. So, I dismiss his claim for return of his security deposit.
37. 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. As Mr. Usison was unsuccessful in his claim, I dismiss

his claim for reimbursement of CRT fees. Though Mrs. Usison was successful in the counterclaim, neither party in the counterclaim paid any fees.

38. Mr. Buenaflor claims \$241 in dispute-related expenses, which is \$216 for a missed day of work, \$20 to go to the civil registrar office, and \$5 to print his evidence. While Mr. Buenaflor was successful in defending Mr. Usison's claim, he provided no evidence to support these expenses. He does not explain why he was required to miss a day of work, or provide evidence of his wages. Further, the CRT does not generally make awards for time spent on a dispute. So, I dismiss Mr. Buenaflor's claim for reimbursement of these expenses.

ORDER

39. I dismiss Mr. Usison's claims and Mr. Buenaflor's counterclaims.

Amanda Binnie, Tribunal Member