



# Civil Resolution Tribunal

Date Issued: September 16, 2025

File: SC-2023-007964

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Loo v. Amsing*, 2025 BCCRT 1286

B E T W E E N :

ELAINE LOO

**APPLICANT**

A N D :

MICHELLE AMSING

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Amanda Binnie

## INTRODUCTION

1. This dispute is about a roommate agreement. The respondent, Michelle Amsing, rented a room from the applicant, Elaine Loo. Ms. Loo says that Ms. Amsing breached the parties' agreement by leaving her room and common areas dirty and having a family member stay over. In total, Ms. Loo claims a further \$269.53 above the \$450 damage deposit she retained.

2. Ms. Amsing agrees she partially stained the mattress, but says she cleaned her room and common areas after leaving. Ms. Amsing says any damage she caused is covered by the \$450 damage deposit. She also says the guest fee is not legal.
3. The parties are each 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. I also find credibility is not a central issue in this dispute, as the parties generally agree on the background facts. 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. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

## ***Residential Tenancy Act***

8. I infer from her submissions that Ms. Amsing argues that the *Residential Tenancy Act* (RTA) applies to this dispute, particularly the guest fee. I agree that residential tenancy disputes are generally within the exclusive jurisdiction of the Residential

Tenancy Branch (RTB) under the RTA. However, the parties agree the RTB declined jurisdiction over this dispute due to Ms. Loo's use of the shared kitchen. So, I find the RTA does not apply and this is a contractual roommate dispute within the CRT's small claims jurisdiction over debt and damages.

### ***Recorded conversation***

9. Ms. Loo objects to Ms. Amsing recording a conversation in her home. Ms. Amsing provided a copy of that recording in this dispute. However, in BC, it is legal for one party to record a conversation, even if the other party is unaware they are being recorded. The CRT has accepted such evidence in other disputes. See: *Dill v. Greater Vancouver Gutters Inc.*, 2018 BCCRT 58.
10. While I have listened to Ms. Amsing's recording, I give it little weight. I find it merely records the parties' disagreement about the guest fee's legality, consistent with their positions in this dispute.

### ***Ms. Loo's letter***

11. I was unable to open one piece of Ms. Loo's evidence, which was a photo of a letter she wrote to Ms. Amsing. However, as Ms. Amsing also provided a copy of this letter, I decided not to further delay this proceeding to ask Ms. Loo for evidence I already had.

## **ISSUES**

12. The issues in this dispute are:
  - a. Was Ms. Loo entitled to \$619.53 for cleaning?
  - b. Was Ms. Loo entitled to a \$100 guest fee?

## EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, Ms. Loo, as the applicant, must prove her claims on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
14. The parties signed a "Residential Tenancy Agreement" on February 19, 2023. Under the contract, Ms. Amsing would rent a room in Ms. Loo's home for \$900 per month, with shared kitchen and bathroom. Ms. Amsing paid a \$450 damage deposit and moved in on February 23, 2023.
15. I find the following are relevant terms of the parties' contract:
  - a. The premises were only to be used by Ms. Amsing. Otherwise, Ms. Amsing would pay a guest fee of \$50 per night or \$200 for more than 5 nights in a row or in a month.
  - b. Ms. Amsing, and the other tenants, were required to deep clean monthly, including common areas. If the areas were not cleaned, Ms. Loo would hire a cleaning service and the fees would be paid equally by all tenants.
  - c. Ms. Amsing would indemnify Ms. Loo from, among other things, any costs and expenses from her use and occupation of the premises.
16. In June, Ms. Amsing's mother stayed with Ms. Amsing for roughly a week. She stayed again for a few days in early July.
17. Neither party specifies the date when Ms. Amsing moved out, but I infer it was before July 26, when Ms. Loo had the mattress cleaned. As neither party raises an issue about appropriate notice, nothing turns on the exact date.
18. It is undisputed that Ms. Loo kept the \$450 damage deposit. As I note above, Ms. Loo claims a further \$269.53. I turn to Ms. Loo's specific claims.

***Was Ms. Loo entitled to \$619.53 for cleaning?***

19. Ms. Loo says she spent \$619.53 on cleaning, which is \$140.18 to professionally clean the mattress, \$19.35 for cleaning supplies for the stained linens, \$160 to professionally clean the bedroom, bathroom, and kitchen, and \$300 to have mold and mildew removed from the bathroom.

*Mattress*

20. Ms. Amsing agrees that she stained the mattress in her room, and did not notice before she moved out. However, she denies being responsible for any sweat stains to the mattress.
21. Given the nature of the stain Ms. Amsing admits to causing, I find it was reasonable for Ms. Loo to have the mattress professionally cleaned. I find the stain was due to Ms. Amsing's use of the premises, and so under the parties' agreement, she must reimburse Ms. Loo for this expense. As Ms. Loo has provided the supporting invoice, I find she is entitled to reimbursement of \$140.18 for cleaning the mattress.

*Linens*

22. Ms. Amsing does not deny that the sheets were also stained. While I accept that she tried to clean them herself, Ms. Loo's photos show they were still stained when Ms. Amsing moved out. Again, given the nature of the stains, I find it reasonable that Ms. Amsing reimburse Ms. Loo \$19.35 for cleaning supplies.

*Bedroom, bathroom, and kitchen*

23. Ms. Amsing says she cleaned the areas she was responsible for, and provided a statement from her former roommate, MC, that Ms. Amsing kept the living space clean and tidy. Ms. Amsing also provided a walk-through video.
24. In contrast, Ms. Loo provided photos of Ms. Amsing's bedroom, the kitchen, and the hallway. She also provided a statement from Ms. Amsing's other roommate, SM, which says Ms. Amsing was responsible for cleaning the kitchen, hallway, and stairs.

25. Ms. Loo provided an invoice showing a cleaning company charged \$160 for 4 hours of cleaning on July 28. The cleaning included the kitchen, bathroom, bedroom, hallway, and stairs.
26. Ms. Amsing's video does not show these areas in detail. Instead, I find Ms. Loo's photos show unvacuumed floors and some unclean areas in the kitchen. However, under the parties' agreement, any deep cleaning invoices were to be split equally between the tenants. As Ms. Amsing had two roommates, I find she was only responsible a third of the invoice's cost, or \$53.33.

Mould and mildew removal

27. Ms. Loo provided photos of the bathroom shower after Ms. Amsing moved out, which show black between the tiles. Ms. Loo also provided a \$300 invoice from a contractor who replaced caulking, steam cleaned shower tiles, and repaired grout.
28. I have found Ms. Amsing is liable for her part of the deep cleaning invoice, which included the bathroom. However, I find she is not responsible for the \$300 invoice, for the following reasons.
29. First, I find replacing caulking and repairing grout go above and beyond "deep cleaning", such that Ms. Loo was entitled to charge Ms. Amsing for it. It is unclear to me why the shower tiles needed to be steamed cleaned when they were also cleaner by the cleaner.
30. Further, according to Ms. Loo's evidence, including SM's statement and a cleaning chart, Ms. Amsing was not responsible for cleaning the bathroom. So, even if the bathroom was poorly cleaned and that caused the damage the contractor repaired, I find that was not Ms. Amsing's fault. So, I find Ms. Amsing was not liable for this cost.
31. In total, I find Ms. Loo was entitled to \$212.86 in cleaning costs.

***Was Ms. Loo entitled to a \$100 guest fee?***

32. As I find above, the RTA does not apply to the parties' agreement. Instead, the parties' contract governs. Under the contract, Ms. Amsing was required to pay \$50 per night, or \$200 over 5 days in a row per guest. As Ms. Amsing's mother undisputedly stayed for more than 2 nights, I find she was required to pay Ms. Loo the \$100 claimed.
33. In total, I find Ms. Loo was entitled to \$312.86. However, as Ms. Loo already kept Ms. Amsing's \$450 damage deposit, I find she is not entitled to anything above that amount. So, I dismiss Ms. Loo's claim for a further \$269.53.
34. As Ms. Amsing did not file a counterclaim, I make no order about the remainder of Ms. Amsing's deposit.
35. 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. While Ms. Amsing was successful, she did not pay any CRT fees. I dismiss Ms. Loo's claim for reimbursement of CRT fees.
36. Ms. Loo's submissions suggest that she may be claiming time spent on this dispute. To the extent that she is doing so, I dismiss this claim as she was the unsuccessful party. In any event, the CRT does not usually reimburse parties for time spent on a dispute.

**ORDER**

37. I dismiss Ms. Loo's claims.

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Amanda Binnie, Tribunal Member