



# Civil Resolution Tribunal

Date Issued: September 16, 2025

File: SC-2024-006558

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Afsharkaveh v. Majdi*, 2025 BCCRT 1285

B E T W E E N :

MARYAM AFSHARKAVEH

**APPLICANT**

A N D

AFSOON MAJDI

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Amanda Binnie

## INTRODUCTION

1. This dispute is about a roommate arrangement. The applicant, Maryam Afsharkaveh, and the respondent, Afsoon Majdi, previously shared an apartment. Ms. Afsharkaveh says Mrs. Majdi has refused to pay her half of the internet bill and kept all the apartment's furnishings. In the Dispute Notice, Ms. Afsharkaveh claimed \$2,000, but later reduced this to \$1,185.86 in submissions.

2. Mrs. Majdi says the parties agreed she would pay for the house insurance, and Ms. Afsharkaveh would pay for internet. Further, Mrs. Majdi says that Ms. Afsharkaveh confirmed she had collected all her belongings. So, Mrs. Majdi says she owes Ms. Afsharkaveh nothing.
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. This dispute relies, to some extent, on the parties' credibility, but I find the parties generally agree on what happened. Neither party asked for an oral hearing. 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. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

## **ISSUES**

8. The issues in this dispute are:

- a. What, if anything, does Mrs. Majdi owe Ms. Afsharkaveh for the internet bill?
- b. What, if anything, does Mrs. Majdi owe Ms. Afsharkaveh for the apartment's furnishings?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, Ms. Afsharkaveh, 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. I note despite being given the opportunity, Ms. Afsharkaveh did not provide any reply submissions.
10. The parties began living together in an apartment in December 2023, which they rented from a third-party landlord.
11. The parties agreed to share expenses related to the apartment equally. I find Ms. Afsharkaveh's evidence shows that the parties recorded purchases either party made, and e-transferred any difference. The parties stopped making joint day-to-day household purchases, such as groceries, in February.
12. For reasons that are unclear to me and not relevant to this dispute, Ms. Afsharkaveh moved out in early June 2024.
13. The parties agree that later in June, Ms. Afsharkaveh returned to the apartment with a police officer to collect her personal belongings and the internet modem. Ms. Afsharkaveh did not collect any joint furnishings.
14. The parties communicated by text message after that point, but were unable to come to an agreement about the furnishings or the internet bill. Ms. Afsharkaveh began this dispute in July 2024.
15. Ms. Afsharkaveh's actual claimed amount is somewhat confusing. In the Dispute Notice, she claimed \$2,000 for housing appliances, furniture, and the Shaw internet bill. In a document uploaded as evidence, she says the outstanding amount at the

time she moved out was \$2,148.83, with the Shaw invoice being \$336.83. She later says the Shaw invoice was \$559.71. Finally, in submissions, she says her claim is for \$1,185.86, which is Mrs. Majdi's half of \$2,371.71.

16. I infer the increased amount in Ms. Afsharkaveh's submissions accounts for the increase in Shaw's invoice from \$336.83 to \$559.71. As \$1,185.86 is less than the \$2,000 Ms. Afsharkaveh claimed in the Dispute Notice, I find it appropriate to consider Ms. Afsharkaveh's claims as set out in her submissions.
17. I turn to each of Ms. Afsharkaveh's claims.

***What, if anything, does Mrs. Majdi owe Ms. Afsharkaveh for the internet bill?***

18. Ms. Afsharkaveh provided a copy of Shaw's June 11, 2024 e-mail, which says the overdue balance on her account is \$336.83. On November 13, 2024, Ms. Afsharkaveh received a letter from a collection company about this debt, which had now increased to \$559.71. Ms. Afsharkaveh paid the \$559.71 and argues that Mrs. Majdi is responsible for half of this amount.
19. Mrs. Majdi says that the parties agreed Ms. Afsharkaveh would pay the Shaw invoice, and Mrs. Majdi would be responsible for the house insurance. Mrs. Majdi provided her insurer's statement, which says between December 4, 2023 and May 11, 2024, she paid \$76.55 in premiums.
20. I accept that the parties agreed Mrs. Majdi would pay for the house insurance and Ms. Afsharkaveh would pay for the internet. However, I find that the parties' shared note shows that the parties already accounted for \$75 that Mrs. Majdi paid for the insurance. However, while the parties' note says that Ms. Afsharkaveh would pay for it, there is no similar equalizing payment for the internet.
21. So, I find Mrs. Majdi must reimburse Ms. Afsharkaveh for the Shaw invoice. However, Ms. Afsharkaveh did not provide a copy of the bill, or otherwise explain why it increased from \$336.83 to \$559.71. I find this is likely related to Ms.

Afsharkaveh's decision not to pay the bill, and Shaw charged additional fees when it was sent to collections.

22. Parties are required to mitigate their damages, and I find it was not reasonable to leave this invoice unpaid. So, I find Mrs. Majdi must only reimburse Ms. Afsharkaveh half of \$336.83, or \$168.42.

***What, if anything, does Mrs. Majdi owe Ms. Afsharkaveh for the apartment's furnishings?***

23. Mrs. Majdi does not deny that she kept the furnishings the parties jointly paid for when Ms. Afsharkaveh left the apartment. However, she argues that Ms. Afsharkaveh attended with the police and chose not to collect any furnishings. I infer that Mrs. Majdi argues Ms. Afsharkaveh abandoned them.
24. In this dispute, Ms. Afsharkaveh claims for a sofa, stool, bed and mattress, cup and pepper shaker, dining room table and chairs, and a carpet. Given the conflict between the parties, and the police officer's attendance, I find it was reasonable for Ms. Afsharkaveh to collect only her personal belongings, and attempt to sort out the joint furnishings later. I accept this was the advice given to her by the police officer. So, I find Ms. Afsharkaveh did not abandon the items.
25. In her evidence, Ms. Afsharkaveh values the items at \$1,812, half of which is \$906. I find these amounts are consistent with the parties' shared notes of the items' purchase price. Mrs. Majdi does not say this amount is incorrect.
26. However, these items were used by the parties. So, I find it appropriate to discount their value to account for the principle of betterment, which is a legal term that explains when the court (or CRT) reduces damages to acknowledge that the goods are no longer new. As the time the parties used the items was relatively short, I find it appropriate in the circumstances to discount the items by 10%. So, I find Mrs. Majdi must pay Ms. Afsharkaveh \$815.40 to account for the parties' shared items she retained.

27. In total, I find Mrs. Majdi must pay Ms. Afsharkaveh \$983.82
28. Ms. Afsharkaveh also claims contractual interest of 2%. However, there is no evidence the parties had an agreement about interest. Instead, I find Ms. Afsharkaveh is entitled to pre-judgment interest under the *Court Order Interest Act*. I find she is entitled to pre-judgment interest on the \$168.42 from November 18, 2024, the date she paid Shaw's invoice, to the date of this decision. She is also entitled to pre-judgment interest on the \$815.40 from June 12, 2024, the date she asked Mrs. Majdi to reimburse her, to the date of this decision. These total \$46.59.
29. 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. However, neither party paid any CRT fees or claimed any dispute-related expenses.

## ORDERS

30. Within 30 days of the date of this decision, I order Mrs. Majdi to pay Ms. Afsharkaveh a total of \$1,030.41, broken down as follows:
- a. \$983.82 in debt, and
  - b. \$46.59 in pre-judgment interest under the *Court Order Interest Act*.
31. Ms. Afsharkaveh is entitled to post-judgment interest, as applicable.
32. 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 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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Amanda Binnie, Tribunal Member