



# Civil Resolution Tribunal

Date Issued: September 17, 2025

File: SC-2024-002531

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Kaur v. Kaur*, 2025 BCCRT 1297

BETWEEN:

PRABHJOT KAUR

**APPLICANT**

AND:

NAVNEET KAUR and PARMINDER SINGH

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. The applicant, Prabhjot Kaur, says the respondents, Navneet Kaur and Parminder Singh, failed to return her \$300 security deposit when she moved out. She claims for its return. The applicant represents herself.
2. Navneet Kaur says the applicant failed to pay several months' worth of hydro payments. They say after deducting the \$235.81 the applicant owes for hydro, she is only entitled to the balance, which is \$64.19. Navneet Kaur says they tried to

refund the applicant \$81, but she did not accept the e-transfer. Navneet Kaur represents herself.

3. Parminder Singh did not file a Dispute Response, and is technically in default, which I discuss below.

## **JURISDICTION AND PROCEDURE**

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Generally, the CRT does not have jurisdiction over residential tenancy disputes, which are within the Residential Tenancy Branch's exclusive jurisdiction, under the *Residential Tenancy Act* (RTA). However, the RTA does not apply to roommate disputes, like this one. So, the RTA does not apply, and the CRT has jurisdiction to hear this dispute in its small claims jurisdiction.
5. Section 2 of the CRTA 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.
6. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. No party requested an oral hearing, and I find I am able to make a decision on the written record before me. So, I decided to hear this dispute through written submissions.
7. Section 42 of the CRTA says that the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.
8. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

### ***Default status***

9. As noted, Parminder Singh did not file a Dispute Response and is technically in default. Despite this, the respondents' submissions clearly indicate they are intended for both Navneet Kaur and Parminder Singh, and Parminder Singh uploaded all of the respondents' evidence. So, I find Parminder Singh participated in this dispute and nothing turns on their technical default status.

### ***Evidence***

10. Both parties provided some text message evidence that was written in a language other than English. No translations were provided. CRT rule 1.7(5) says that all information and evidence must be in English or translated to English. So, I have not relied on any evidence that was not in English or translated to English in making my decision.

### **ISSUE**

11. The issue in this dispute is how much of the security deposit the respondents must refund the applicant.

### **EVIDENCE AND ANALYSIS**

12. In a civil claim such as this, the applicant must prove her claims on a balance of probabilities (meaning "more likely than not"). While I have read all of the parties' submitted evidence and arguments, I have only addressed those necessary to explain my decision.
13. The parties are former roommates. The applicant says the parties agreed she would pay a \$300 security deposit, plus \$650 monthly, which was broken down as \$600 for rent and \$50 towards utilities. She moved in in October 2023 and moved out on March 1, 2024. The respondents have not returned her security deposit, so she claims \$300 for its return.

14. The respondents say the applicant agreed to pay \$650 for rent including wifi, plus 1/3 of the shared hydro bills. They say the applicant failed to pay for most of her share of the hydro bills, so say she is not entitled to a full refund of her security deposit. They calculate the applicant's unpaid hydro share to be \$235.82.
15. The parties did not have a written contract, or any other evidence supporting their roommate agreement.
16. A security deposit is commonly understood to cover damage beyond normal wear and tear, unpaid rent, or other financial obligations under an agreement. As a security deposit is presumptively refundable, the respondents have the burden of proving they are entitled to keep any portion of it.
17. I find the respondents have not proven there was any agreement about hydro bills. Notably, although they say the applicant did not pay her share of the hydro bills from October to December, before making a \$50 payment in January, and then nothing again for January or February, there is no supporting evidence showing they either tried to follow up with the applicant for payment, or otherwise proving any agreement about shared hydro bills.
18. In contrast, the applicant says \$50 of her \$650 payment was supposed to go to utilities. The respondents rely on an extra \$50 payment the applicant made with her January rent. However, the applicant says she had borrowed \$50 from the respondents, so was repaying it. I find this was consistent with the parties' general practice of borrowing money from one another and evening it out on the next rent cycle. On balance, I find the respondents have not proved they were entitled to retain any of the applicant's security deposit. On that basis, I order them to return the applicant's \$300.
19. Even if I had found the applicant was obligated to pay for the hydro expenses, I find 1/3 of the proven hydro bills totaled \$174.81, not the \$235.82 alleged by the respondents.

20. The *Court Order Interest Act* applies to the CRT. However, in the Dispute Notice, the applicant explicitly waived her right to pre-judgment interest, so I order none.
21. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. However, no party paid any CRT fees or claimed any dispute-related expenses.

## **ORDERS**

22. Within 21 days of the date of this decision, I order the respondents to pay the applicant \$300 for the return of her security deposit.
23. The applicant is entitled to post-judgment interest, as applicable.
24. 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.

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Andrea Ritchie, Vice Chair