



Civil Resolution Tribunal

Date Issued: November 14, 2025

File: SC-2024-006072

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Do v. Best*, 2025 BCCRT 1583

B E T W E E N :

GYU MIN DO

APPLICANT

A N D :

KARIN BEST

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about a failed roommate agreement. The applicant, Gyu Min Do, says the respondent, Karin Best, terminated the parties' roommate agreement before he moved in. Mr. Do claims \$500 for the return of his security deposit and 10 days' rent. Ms. Best agrees she terminated the agreement, but says she has already refunded Mr. Do \$460 and he is not entitled to the remaining \$40.
2. The parties are each self-represented.

JURISDICTION AND PROCEDURE

3. 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.
4. 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.
5. This dispute depends largely on the parties' credibility, which means whether they are telling the truth. However, their interactions are well-documented in their text messages. So, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Finally, 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. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

Residential tenancy branch

8. In general, residential tenancy disputes are within the exclusive jurisdiction of the Residential Tenancy Branch (RTB) under the *Residential Tenancy Act* (RTA). As the parties both refer to an RTB application, though CRT staff, I requested a copy of any decision the RTB made.
9. Mr. Do confirmed that he filled out an application, but did not file it after the RTB advised him it did not handle roommate disputes. This is consistent with the RTB's

practice of declining jurisdictions in roommate disputes that do not involve the landlord. So, I find the RTA does not apply and this is a contractual dispute within the CRT's small claims jurisdiction over debt and damages.

Harassment

10. Ms. Best says that Mr. Do threatened and harassed her to get his \$500 back. She says Mr. Do improperly involved the police. I have reviewed the parties' messages. I find there is nothing threatening or harassing in them. In any event, Ms. Best does not ask for a remedy related to this harassment, so I do not address these allegations further in my decision.

ISSUE

11. The issue in this dispute is whether Mr. Do is entitled to a \$500 refund.

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, Mr. Do, as the applicant, must prove his 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 that despite being given the opportunity, Ms. Best did not provide any documentary evidence.
13. The parties began messaging in August 2023 about a room in Ms. Best's apartment. On August 8, Ms. Best picked Mr. Do up and drove him to view the property, which I return to below.
14. Mr. Do agreed to rent a room from Ms. Best for \$800 per month. Mr. Do was expected to move in on August 23.
15. Initially, the damage deposit was to be \$400. However, on August 9, Mr. Do e-transferred Ms. Best \$500. Ms. Best's receipt says this was for a \$500 damage deposit and Mr. Do says this was a \$400 damage deposit and \$100 for the

remaining days in August. I find nothing turns on the exact characterization, given the parties agree Ms. Best received the funds.

16. On August 17, Ms. Best messaged Mr. Do that she would be moving out and her son and his girlfriend would be taking over the apartment. Ms. Best agreed to refund Mr. Do's \$500 mid-September.
17. Over the following weeks, Ms. Best gave various reasons why she could not refund Mr. Do. Later, Ms. Best said she would be taking \$40 off the total to account for her driving Mr. Do to view the room.
18. Ms. Best argues that there was no legally binding rental agreement. However, a formal written agreement is not required for a contract to be enforceable. Here, I find the parties' messages clearly show what the parties agreed that Ms. Best would rent Mr. Do a room for \$800 per month. That agreement was their contract.
19. I find by agreeing to rent the room to Mr. Do and later renting it to someone else, Ms. Best breached the parties' contract.
20. The appropriate remedy for breach of contract is damages, which are meant to put Mr. Do in the position he would have been, had Ms. Best not breached the parties' contract. Here, I find Mr. Do would not have paid a security deposit or partial month's rent if he could not move in. So, I find Ms. Best was required to refund Mr. Do \$500.
21. I turn to Ms. Best's arguments about why she should not have to repay \$500.
22. I begin with Ms. Best's argument that she only owes Mr. Do \$460, because she drove him to view the property. However, I find there is no evidence Mr. Do agreed to pay \$40 for this. Instead, I find the parties' messages show Ms. Best gratuitously offered to pick Mr. Do up, since it was only a 5-minute drive. Mr. Do was thankful, but clear he was able to take transit. I find without an agreement to pay, Ms. Best has not proven Mr. Do owes her \$40 for this trip.

23. I turn to Ms. Best's allegation that a friend paid Mr. Do \$460 on March 2, 2024. While Mr. Do has the burden of proving his claim, Ms. Best has the burden of proving a fact. Here, I find Ms. Best has not proven a friend paid Mr. Do, for the following reasons.
24. Ms. Best did not provide this friend's name, or any evidence from them. She does not say where this friend met Mr. Do to pay him, or whether the payment was in cash or by cheque.
25. I also find an alleged payment inconsistent with messages between the parties during that time. On February 11, 2024, Ms. Best threatened to pursue criminal charges against Mr. Do for involving the police. There were no further messages before March 2, 2024, such as any about the parties agreeing on where Mr. Do was meeting Ms. Best's friend.
26. Further, in the parties' next messages on May 8, 2024, Mr. Do asked Ms. Best for her address and referred to a March 2 meeting with the parties and a police officer. In response, Ms. Best said a friend had paid Mr. Do \$445 "right after" she moved again, which I infer from the parties' messages was in April or May. I find Ms. Best's response is inconsistent with a payment made on March 2, and inconsistent with the amount she says in this dispute she repaid.
27. Based on the above, I find Ms. Best has not proven she paid Mr. Do \$460. So, I find Ms. Best still owes Mr. Do \$500.
28. The *Court Order Interest Act* applies to the CRT. I find Mr. Do is entitled to pre-judgment interest on the \$500 from August 17, 2023, the date Ms. Best breached the parties' agreement, to the date of this decision. This equals \$40.07.
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. As Mr. Do was successful, I find he is entitled to reimbursement of \$125 in paid CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

30. Within 30 days of the date of this decision, I order Ms. Best to pay Mr. Do a total of \$665.07, broken down as follows:

- a. \$500 in damages,
- b. \$40.07 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 in CRT fees.

31. Mr. Do 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.

Amanda Binnie, Tribunal Member