



Civil Resolution Tribunal

Date Issued: January 28, 2026

File: SC-2024-009907

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Verma v. Kaur*, 2026 BCCRT 145

B E T W E E N :

ANNIE VERMA

APPLICANT

A N D :

RATTAN KAUR

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about a security deposit. The applicant, Annie Verma, rented a room from the respondent, Rattan Kaur. Mrs. Verma says Mrs. Kaur improperly withheld her security deposit after she moved out. Mrs. Verma claims \$300 for its return. Mrs. Kaur says the contract's addendum allowed her to keep the deposit because Mrs. Verma caused a nuisance.
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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. I also find the parties generally agree on the relevant facts needed to make my decision. So, 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.
5. 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.
6. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

Text messages

7. The parties both rely on text messages sent between them. While the majority are in English, some are in Hindi. CRT staff tell parties to provide translations of non-English evidence. As neither party did so, I do not rely on the parties' messages which are not in English.

Residential Tenancy Branch

8. Residential tenancy disputes are generally within the exclusive jurisdiction of the Residential Tenancy Branch (RTB) under the *Residential Tenancy Act* (RTA). However, the RTB declines jurisdiction over roommate disputes not involving the

landlord, like this one. So, I find the RTA does not apply and this dispute is within the CRT's small claims jurisdiction over debt and damages.

ISSUE

9. The issue in this dispute is whether Mrs. Verma is entitled to the return of her \$300 security deposit.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mrs. Verma, 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.
11. The parties agree on this dispute's background. On June 19, 2024, Mrs. Verma signed a 2-month tenancy agreement for a room in a basement suite. Rent was \$750 per month. Mrs. Verma paid a \$300 security deposit and moved on July 1.
12. The tenancy agreement contained an addendum, which Mrs. Verma also signed. Relevant to this dispute, that addendum said that if Mrs. Verma caused a nuisance, she would be asked to leave in 3 days and would not get her security deposit back.
13. I infer from the parties' submissions that Mrs. Kaur lived in another room in the basement. There were also 4 other tenants in the basement who shared the kitchen and bathroom.
14. Mrs. Verma moved out on August 30. Based on the parties' messages, they had several disagreements during her tenancy. These included Mrs. Verma's complaints about a broken lock and the tenants upstairs drinking and causing noise. Mrs. Kaur complained that Mrs. Verma needed to clean the kitchen and bathroom, and at one point texted a photo of several dishes in the sink.

Is Mrs. Verma entitled to the return of her \$300 security deposit?

15. Mrs. Verma says she did not damage the room or suite, and Mrs. Kaur has provided no valid reason why she should keep the security deposit. So, Mrs. Verma argues she is entitled to its return.
16. Mrs. Kaur argues that Mrs. Verma did not clean the washroom or kitchen, which upset the other tenants. Mrs. Kaur also says after she told Mrs. Verma she would not return the security deposit if Mrs. Verma did not start cleaning, Mrs. Verma hit her door, harassed her, and used abusive language.
17. I turn to the law. 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 generally assumed to be refundable, Mrs. Kaur bears the burden of proving she may keep it. See: *Buckerfields v. Abbotsford Tractor and Equipment*, 2017 BCPC 185 at paragraph 5.
18. I accept the parties' contract entitled Mrs. Kaur to keep the security deposit if Mrs. Verma caused a nuisance. The contract does not define nuisance. At law, nuisance is defined as a substantial and unreasonable interference with a person's use and enjoyment of property.
19. The difficulty for Mrs. Kaur is she provided no evidence that Mrs. Verma caused a nuisance. Other than one photo of unwashed dishes in a sink in the parties' messages, Mrs. Kaur provided no evidence that Mrs. Verma was not cleaning up after herself. This is particularly problematic for Mrs. Kaur given she admits there were 4 other tenants in the basement, I infer in addition to Mrs. Kaur. If the 4 other tenants were complaining about Mrs. Verma, as Mrs. Kaur alleges, I would expect messages or a statement from them outlining these complaints. As Mrs. Kaur did not provide this evidence, I find Mrs. Kaur has not proven Mrs. Verma caused a nuisance by not cleaning.
20. I also find Mrs. Kaur has not proven Mrs. Verma caused a nuisance by harassing or swearing at Mrs. Kaur. First, Mrs. Verma denies being disrespectful to Mrs. Kaur

during their argument. Further, even if Mrs. Verma did swear or raise her voice during the parties' argument, I find Mrs. Verma was understandably upset in the context of being told she might not get her security deposit back. Mrs. Kaur also admits she was not afraid during that incident. I find this single incident was not a substantial and unreasonable interference with Mrs. Kaur's use and enjoyment of the property.

21. Based on the above, I find Mrs. Kaur has not proven Mrs. Verma caused a nuisance. As the parties agree Mrs. Verma did not damage the room or basement suite, I find Mrs. Kaur must return the \$300 security deposit.
22. The *Court Order Interest Act* applies to the CRT. However, Mrs. Verma explicitly does not claim pre-judgment interest, so I make no order about it.
23. 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 Mrs. Verma was successful, she paid no CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

24. Within 30 days of the date of this decision, I order Mrs. Kaur to pay Mrs. Verma \$300 in damages.
25. Mrs. Verma is entitled to post-judgment interest, as applicable.
26. 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

