



Civil Resolution Tribunal

Date Issued: March 5, 2026

File: SC-2024-013389

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Neiser v. Hogan*, 2026 BCCRT 374

BETWEEN:

RAEGAN NEISER

APPLICANT

AND:

ROBERT HOGAN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. The applicant, Raegan Neiser, and the respondent, Robert Hogan, are former roommates. Ms. Neiser says Mr. Hogan asked her to move out on short notice and then withheld her security deposit. She claims \$675 for a rent refund, \$450 as the return of her security deposit, and \$27.74 for a damaged door lock. Ms. Neiser represents herself.

2. Mr. Hogan denies evicting Ms. Neiser on short notice. He says she decided to leave mid-month, and did not pay rent for that month. Mr. Hogan represents himself.

JURISDICTION AND PROCEDURE

3. 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*. However, the *Residential Tenancy Act* does not apply to roommate disputes like this one. So, the *Residential Tenancy Act* does not apply, and the CRT has jurisdiction to hear this dispute in its small claims jurisdiction.
4. 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. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. Based on the submissions and evidence before me, I find I can make a fair decision on the written record before me. Further, bearing in mind the CRT's mandate to provide proportional and efficient dispute resolution, I find that an oral hearing is not necessary in the interest of justice. So, I decided to hear this dispute through written submissions.
6. CRTA section 42 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.

ISSUES

7. The issues in this dispute are:
 - a. Is Ms. Neiser entitled to a rent refund?
 - b. Is Ms. Neiser entitled to a refund of her \$450 security deposit?
 - c. Is Ms. Neiser entitled to compensation for the door lock?

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant Ms. Neiser must prove her claims on a balance of probabilities (meaning “more likely than not”). Mr. Hogan did not provide any documentary evidence or submissions apart from those in the Dispute Response filed at the outset of this proceeding. So, in coming to my decision, I have relied on the Dispute Notice, Dispute Response, and Ms. Neiser’s evidence and submissions. I have only addressed those necessary to explain my decision.
9. The parties had no rental agreement. However, they agree that Ms. Neiser paid a \$450 security deposit and was to pay \$900 per month in rent, to rent a room in Mr. Hogan’s home. Ms. Neiser moved in on October 1, 2024. She paid \$900 for October’s rent.
10. The parties’ relationship soured quickly. By October 14, Mr. Hogan told Ms. Neiser it was not working out, and that she should start looking for another place. Ms. Neiser provided a recording of that brief conversation. Another recording, that Ms. Neiser says is from November 1, also documents Mr. Hogan asking Ms. Neiser to look for a new place, and Ms. Neiser telling him she had been looking.
11. On November 4, Ms. Neiser started staying at a friend’s house. Mr. Hogan says she had already moved all her items out, which Ms. Neiser does not particularly deny. In the Dispute Response, Mr. Hogan says that Ms. Neiser did not pay November’s rent, because she “wasn’t around to pay” it. I find this is contradicted by the November 1 recording in evidence. Notably, in the recording, when Mr. Hogan

asked Ms. Neiser to look for a new place, he did not raise any issue with unpaid rent. I find he likely would have, given he refused to let Ms. Neiser into the home before she paid her rent in full cash on October 1. So, on balance, I accept Ms. Neiser paid November's \$900 in cash, on time.

Is Ms. Neiser entitled to a rent refund?

12. Ms. Neiser argues she is entitled to a \$675 rent refund. To the extent Ms. Neiser argues Mr. Hogan evicted her on short notice, I find this is inconsistent with the evidence. I find Mr. Hogan did not give any specific date for Ms. Neiser to move out. Rather, the evidence shows he asked her to start looking for a place, and that it was not working out between them. Mr. Hogan appears to have accepted that she was actively looking for a place, with no specific move out date.
13. Without a written agreement, parties to a contract may infer that there are implied terms. Implied terms are terms the parties did not expressly consider, discuss, or write down, but are based on the parties' common presumed intention. Previous CRT decisions have implied a reasonable notice period of one clear month in roommate agreements. One clear month means giving notice before the end of one month to move out by the end of the next month. Here, I find one clear month's notice was reasonable. Given the parties agree that Mr. Hogan first asked Ms. Neiser to move out on October 14, I find it reasonable that she would have until at least the end of November to do so. There is no evidence indicating Mr. Hogan asked Ms. Neiser to leave any earlier.
14. While Ms. Neiser appears to argue it was unsafe to return to the home because Mr. Hogan broke into her room, this was after she had already moved out on November 4. So, I find Ms. Neiser voluntarily left before the end of November. On that basis, I find she is not entitled to a refund for any of November's rent.

Is Ms. Neiser entitled to a refund of her \$450 security deposit?

15. Ms. Neiser paid Mr. Hogan \$450 as a security deposit on September 26, 2024. Mr. Hogan gave her a receipt. Mr. Hogan has not returned her deposit.

16. In 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 stated in *Buckerfields v. Abbotsford Tractor and Equipment*, 2017 BCPC 185 at paragraph 5, as a security deposit is generally assumed to be refundable, the person keeping it has the burden of proving they are entitled to do so. This means Mr. Hogan must prove he is entitled to keep Ms. Neiser's \$450 security deposit.
17. Mr. Hogan does not allege Ms. Neiser failed to clean her room or otherwise caused any damage to the home. I find he has not proved he is entitled to keep any of Ms. Neiser's security deposit. So, he must return the \$450.

Is Ms. Neiser entitled to compensation for the door lock?

18. Ms. Neiser claims \$27.74 for a door lock she purchased on October 6, 2024. She says Mr. Hogan damaged it when he improperly entered her room without her consent on November 6 or 7. The problem for Ms. Neiser is that she provided no supporting evidence about the damage.
19. Above, I found that Ms. Neiser moved out on November 4. Text messages show that on November 6, Mr. Hogan asked to show the room the next day and the day after. Ms. Neiser declined, and told Mr. Hogan to "give proper notice" under the *Residential Tenancy Act*. Mr. Hogan explained he gave 24 hours and that was all he needed. Ms. Neiser again refused to let him in.
20. As explained, the *Residential Tenancy Act* does not apply to the parties' agreement. Instead, I find the parties had an implied term about reasonable notice for entering Ms. Neiser's room for the purpose of showing it to a potential renter. I agree with Mr. Hogan that 24 hours was reasonable notice. So, I find Mr. Hogan gave Ms. Neiser reasonable notice that he was going to enter her room, which I presume he did.
21. In any event, Ms. Neiser provided no evidence showing the door lock was damaged, such as a picture. So, I find she has not proved she is entitled to compensation for it. I dismiss this aspect of her claim.

Interest, fees and expenses

22. The *Court Order Interest Act* applies to the CRT. Ms. Neiser is entitled to pre-judgment interest on the \$450 security deposit refund. Calculated from November 7, 2024, when she first asked for the deposit back, this equals \$17.75.
23. 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, neither party paid tribunal fees or claimed dispute-related expenses. So, I make no order.

ORDERS

24. Within 21 days of the date of this decision, I order Mr. Hogan to pay Ms. Neiser a total of \$467.75, broken down as follows:
 - a. \$450 as the return of her security deposit, and
 - b. \$17.75 in pre-judgment interest under the *Court Order Interest Act*.
25. Ms. Neiser is also entitled to post-judgment interest, as applicable.
26. 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.

Andrea Ritchie, Vice Chair