



Civil Resolution Tribunal

Date Issued: March 11, 2026

File: SC-2024-006560

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Baldacci v. Wood*, 2026 BCCRT 419

BETWEEN:

FEDERICO BALDACCI

APPLICANT

AND:

DAVIDA WOOD

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. The applicant, Federico Baldacci, and the respondent, Davida Wood, are former roommates. Mr. Baldacci says Ms. Wood wrongfully evicted him in the middle of the night. He claims \$944 for a rent refund, \$472 for the return of his damage deposit, and \$1,476 as damages because he says Ms. Wood prevented him from accessing parts of their shared rental suite. Mr. Baldacci represents himself.

2. Ms. Wood says she was entitled to evict him because Mr. Baldacci broke the house rules. She denies owing Mr. Baldacci any compensation. Ms. Wood represents herself.

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. In a June 4, 2025 preliminary decision, I declined Ms. Wood's request for an oral hearing. In that decision, I found that Ms. Wood's preference for an oral hearing was not a compelling reason to hold one. I also found that Ms. Wood's argument that asynchronous video submissions would show that Mr. Baldacci was being untruthful was unpersuasive. I found such a hearing would not allow for cross examination or lend itself to "catching" Mr. Baldacci in a lie. Further, the parties did not raise any issue about communicating in writing, and I find they have provided fulsome submissions in this dispute. In the preliminary decision, I found it would be disproportionate to the amount at stake, and inconsistent with the CRT's mandate, to proceed with an oral hearing. I adopt those same reasons here. For that reason, I proceeded 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.

ISSUE

7. The issue in this dispute is whether Ms. Wood breached the parties' roommate agreement, and if so, whether Mr. Baldacci is entitled to his claimed damages.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant Mr. Baldacci must prove his 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.
9. The parties met in April 2024, after Mr. Baldacci responded to a Facebook ad for a room for rent. The parties agreed Mr. Baldacci would move into Ms. Wood's apartment on April 15, and that he would pay \$944 per month in rent. On April 12, Mr. Baldacci paid \$1,476 for rent until the end of May. On April 19, Mr. Baldacci paid a \$472 damage deposit.
10. The parties did not have a written agreement. Ms. Wood says that, despite not having a written agreement, Mr. Baldacci agreed to be bound by specific terms she has used with roommates in the past. In support, she provided a redacted roommate agreement involving a different roommate. Mr. Baldacci does not particularly dispute he agreed to the terms. So, I find they formed part of the parties' agreement.
11. The tenancy was short-lived. In a May 20 text message, Mr. Baldacci gave Ms. Wood notice that he would be moving out on July 1. After that, the tenor of the parties' text messages changes from friendly to argumentative.

12. First, I will deal with Mr. Baldacci's claim that Ms. Wood restricted his use of the kitchen and bathroom. He relies on one specific text message where Ms. Wood says she only shared areas "with friends". He says this shows that Ms. Wood restricted his use of the common areas. Ms. Wood says she meant her bedroom area, which was the suite's main living space. She denies restricting Mr. Baldacci's use of the kitchen and bathroom. The text message evidence is more consistent with Ms. Wood's version of events. Other text messages show the parties discussing cleaning and use of the kitchen and bathroom. So, I find Mr. Baldacci has not proved he was restricted from using those areas. I dismiss this aspect of his claim.
13. The next question is who breached the parties' agreement. On June 13, at approximately 1:00 am, Ms. Wood moved all of Mr. Baldacci's belongings into the apartment building's hallway and changed the locks. Mr. Baldacci was at work at the time. Mr. Baldacci says Ms. Wood did not give any notice and had no reason to evict him. Ms. Wood says she evicted him because she felt unsafe. Ms. Wood argues Mr. Baldacci was evicted because he gaslit her, and "creepily and ominously" told her they "had to talk". I infer Ms. Wood is referring to a June 12 text message where Mr. Baldacci wrote "I am going to have a talk with you when I come home", and later, "I want to have a conversation about your behavior".
14. The context of these messages matters. Mr. Baldacci messaged Ms. Wood to tell her that his girlfriend would be coming over that night. Ms. Wood said it would be a violation of the agreed rules, and that his girlfriend would be trespassing. The parties argued about whether Mr. Baldacci had a right to have guests at the rental suite. In the context of their conversation, I find Mr. Baldacci's text message was not objectively threatening or ominous.
15. I also find Ms. Wood's refusal to allow Mr. Baldacci to have guests was unreasonable. While she argues the parties' agreement required her permission for guests, her own roommate agreement's "rules" do not say that. In fact, the rule she argues Mr. Baldacci agreed to says if either party has guests, they "will let the other

person know ahead of time”, and that visits after 9:00 pm had to be quiet. I find Ms. Wood breached the parties’ agreement by unreasonably refusing to allow Mr. Baldacci to have a guest over.

16. Ms. Wood also argues Mr. Baldacci was messy. However, I find the parties addressed these issues in their text messages. Further, Ms. Wood does not argue that is why she evicted Mr. Wood without notice.
17. Finally, the parties’ agreement says either party could give one month’s notice to end the agreement. Specifically, the agreement says that if the tenant has broken the agreement “and/or is being problematic to live with”, she could give one month’s notice. So, even if I found Mr. Baldacci’s cleanliness was problematic, Ms. Wood was still not entitled to evict him without notice.
18. Given all the above, I find Ms. Wood breached the parties’ agreement when she evicted Mr. Baldacci without notice. It is undisputed that Mr. Baldacci was unable to access the rental suite after June 12, despite paying June’s rent in full. So, I find Mr. Baldacci is entitled to a pro-rated refund of June’s rent, from June 13 to 30. This equals \$534.93.
19. I now turn to the deposit. In law, a damage 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, because 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 Ms. Wood must prove she is entitled to keep Mr. Baldacci’s \$472 deposit.
20. Ms. Wood says Mr. Baldacci left his room dirty. She provided several pictures which show a messy room. She says she paid \$145 to replace stained sheets and says she spent 10 hours cleaning the room, at \$40 per hour. There are two problems with Ms. Wood’s arguments. First, given that she evicted him in the middle of the night without notice, Mr. Baldacci did not have an opportunity to clean the room. So,

I find she accepted the room in the state it was in when she evicted him. Next, while she says she purchased new sheets, she did not provide a receipt. Mr. Baldacci says he would have washed the sheets when he moved out, and the stains would have come out. There is no evidence Ms. Wood attempted to wash the sheets. On balance, I find Ms. Wood has not proved she is entitled to keep any of Mr. Baldacci's \$472 deposit. So, I find she must refund him the full amount.

21. In total, I find Ms. Wood must pay Mr. Baldacci \$1,006.93.
22. While the *Court Order Interest Act* applies to monetary awards at the CRT, in the Dispute Notice, Mr. Baldacci explicitly waived his right to pre-judgment interest, so I make no award.
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. As Mr. Baldacci was generally successful in his claim for a refund, I find Ms. Wood must reimburse him \$125 in paid tribunal fees. He did not claim any dispute-related expenses.

ORDERS

24. Within 21 days of the date of this decision, I order Ms. Wood to pay Mr. Baldacci a total of \$1,131.93, broken down as follows:
 - a. \$1,006.93 in damages, and
 - b. \$125 in tribunal fees.
25. Mr. Baldacci 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