



# Civil Resolution Tribunal

Date Issued: April 7, 2026

File: SC-2024-010010

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Carmichael v. Squirell*, 2026 BCCRT 557

BETWEEN:

DEVON CARMICHAEL

**APPLICANT**

AND:

MACKENZIE SQUIRELL

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Eric Regehr, Vice Chair

## INTRODUCTION

1. The applicant, Devon Carmichael, and the respondent, Mackenzie Squirell, were roommates for one night. The applicant says the respondent breached their agreement by failing to pay any rent after the respondent decided to move out the day after she moved in. The applicant claims \$1,145, which is one month's rent plus a late fee.

2. The respondent says she was justified in abandoning the rental because the applicant had misrepresented it. She also says the applicant was able to re-rent the room. She asks me to dismiss the applicant's claim.
3. The parties are each self-represented.

## **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*. However, the *Residential Tenancy Act* does not apply to roommate disputes like this one, so the CRT has jurisdiction under its small claims jurisdiction over debt and damages.
5. 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. CRTA section 39 gives the CRT 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 therefore decided to hear this dispute through written submissions.
7. 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.
8. CRTA section 48(1) says the CRT may make an order on terms and conditions it considers appropriate.

## **ISSUE**

9. The issue in this dispute is whether the respondent owes the applicant rent or a late fee.

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, the applicant must prove her claims on a balance of probabilities. This means more likely than not. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
11. The following background is undisputed. The applicant rented a 2-bedroom condo starting in April 2024. Over the summer of 2024, she decided to find a roommate, and posted an ad on Facebook.
12. After corresponding on Facebook messenger, Facetime, and text, the parties decided to become roommates. The parties both signed a new lease agreement with the landlord, which is dated August 16, 2024. The parties do not have a written agreement between them about their obligations to each other as co-tenants. That said, it is undisputed that the respondent agreed to pay \$1,100 of the \$2,600 total monthly rent. Presumably, this was because the applicant had the primary bedroom.
13. The respondent began moving in on August 28, 2024. She spent the night in the room. The next evening, she texted the applicant that the room was not going to work out for her. The respondent said she had another place lined up. She stayed at a relative's house that night, and removed her things the next day.
14. The first question I must answer is what the parties' agreement was about notice. There is no evidence they ever discussed how much notice one needed to give the other if they wanted to move out. However, contracts may have implied terms. These are contractual terms the parties did not expressly consider, but are based on the parties' common presumed intentions. The CRT has consistently found that roommate agreements include an implied term that either party would give the other

reasonable notice of their intention to move out. In most typical roommate situations, the CRT has implied a one-month notice period, and I agree with that approach. I find that the respondent was required to give a month's notice of her intention to leave.

15. The respondent says she was entitled to terminate the agreement with no notice because the applicant misrepresented the living situation. She makes 2 specific allegations: that the ad misled her about the size of the room and that the room was furnished when the ad said it would be unfurnished.
16. I start with the room itself. The respondent says the photos of the room in the Facebook ad were taken with a wide angle lens, which made it appear larger than it was. She says she believed she would be able to fit her queen-sized bed, nightstand, and TV stand. There are 2 problems with the respondent's argument.
17. First, she virtually toured the condo on August 11, 2024. There is no suggestion the applicant used a distorted lens to misrepresent the room in that video call. So, I find she had an accurate understanding of the size of the room even if the photo used a wide angle lens.
18. Second, the parties discussed mattresses on August 19, 2024. In that discussion, the applicant told the respondent the bed in the room was a double, and that "I don't think the room would fit a queen very well." The respondent's response was "okay sounds good ! thats ok". There is nothing in the parties' messages to suggest the respondent was confused about the size of the room, as she alleges in her submissions. I find the respondent knew on August 19, 2024, at the latest, that the room was too small for a queen bed and other furniture. I find that the applicant was up front that it was a smaller room.
19. The respondent also says the applicant told her there was a walk-in closet. The photo of the room clearly shows a normal closet, which I find also would have been apparent in the video tour. In summary, I find that the applicant did not misrepresent the room.

20. The respondent also says the room was supposed to be unfurnished. The applicant admits the original ad said this. However, in their August 19, 2024 conversation about the mattress, the applicant told the respondent there was a double bed with a mattress in the room. The respondent asked “is there a possibility for me to use my mattress? If not that’s okay”. I find this clearly shows the respondent knew and accepted that the room was partially furnished even if it was originally advertised as unfurnished.
21. In the Dispute Response she filed at the start of this proceeding, the respondent also said the applicant was able to re-rent the room. She did not argue this in her submissions, so it is unclear if she still wants to make this argument. For completeness, I note that the applicant says she worked diligently to get a new roommate, who moved in at the start of October 2024. Given the respondent’s last minute decision to move out, I find this is a reasonable amount of time to find a new roommate.
22. For these reasons, I find that the respondent breached the parties’ agreement by providing no notice. I order the respondent to pay the applicant \$1,100.
23. As for the \$45 “late fee”, this is from the lease agreement the parties signed with their landlord. There is no evidence to suggest the parties agreed to a late fee as between them. So, I dismiss this part of the applicant’s claim.
24. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgement interest from September 1, 2024, to the date of this decision. This equals \$60.54.
25. Under CRTA section 49, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. The applicant was mostly successful, so she is entitled to reimbursement of \$125 in CRT fees. The applicant did not claim any dispute-related expenses.

## ORDERS

26. Within 30 days of this decision, I order the respondent to pay the applicant a total of \$1,285.54, broken down as follows:
- a. \$1,100 in rent,
  - b. \$60.54 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in CRT fees.
27. I dismiss the applicant's claim for a late fee.
28. The applicant is entitled to post-judgment interest, as applicable.
29. 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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Eric Regehr, Vice Chair