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Graumann v. Campbell, 2026 BCCRT 1615

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Civil Resolution Tribunal

Date Issued: November 13, 2026

Files: SC-2025-002085
and SC-2025-013858

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Graumann v. Campbell*, 2026 BCCRT 1615

B E T W E E N :

BARB GRAUMANN

APPLICANT

A N D :

RYAN CAMPBELL

RESPONDENT

A N D :

BARB GRAUMANN

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member: Jeffrey Drozdiak

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INTRODUCTION

1. This dispute is between former roommates.

2. Ryan Campbell rented a room from Barb Graumann. In SC-2025-002085, Ms. Graumann alleges Mr. Campbell did not clean up before moving out. She also alleges Mr. Campbell damaged a wall with his bike. She claims $639.80 for cleaning expenses and repairing the wall.

3. Mr. Campbell says he left the unit in the same condition as when he moved in. He also says any alleged damage was nothing more than reasonable wear and tear. In SC-2025-013858, Mr. Campbell claims $250 for his security deposit.

4. The parties are self-represented.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. This decision is for 2 linked disputes, SC-2025-002085 and SC-2025-013858. These disputes are essentially a claim and a counterclaim involving the same parties and related issues. So, I have issued one decision for both disputes.

6. The CRT's jurisdiction over residential tenancy disputes is limited to those that are not within the Residential Tenancy Branch's (RTB) exclusive jurisdiction under the *Residential Tenancy Act* (RTA). This includes many roommate disputes, such as:

    a. Disputes excluded from the RTA under section 4(c) because the tenant shares a bathroom or kitchen with the owner, and

    b. Disputes between roommates that do not fall within the RTA. For example, *Residential Tenancy Policy Guideline 19* explains that where a tenant continues to live in a rental unit and rents a room or other living space to

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> another person, there is no landlord-tenant relationship between the tenant and that person. Unless the tenant acts as the landlord's agent under *Guideline 19*, the other person is an occupant or roommate rather than a tenant. As an occupant or roommate, that person has no rights or responsibilities under the RTA.

7. Here, Ms. Graumann says the parties shared a bathroom. So, I find Ms. Graumann is either an owner who shared a bathroom with Mr. Campbell, or she is a tenant who occupied the rental unit while renting a bedroom to Mr. Campbell. In either case, I find it is plain and obvious that this dispute does not fall within the RTB's exclusive jurisdiction. So, I find the CRT has authority to hear this dispute under its small claims jurisdiction.

8. 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. In some respects, the parties question the credibility, or truthfulness, of the other's evidence. Under the circumstances, I find that I am properly able to assess and weigh the evidence and submissions before me without an oral hearing.

9. In *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the court recognized that oral hearings are not necessarily required where credibility is in issue. In this dispute, I find each party had a sufficient opportunity to provide their evidence and positions in writing. The claim is also for a relatively small amount. So, bearing in mind the CRT's mandate for proportionality and a speedy resolution of disputes, I decided to hear this dispute through written submissions.

10. 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.

ISSUES

11. The issues in this dispute are:

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a. How much, if anything, must Mr. Campbell pay Ms. Graumann for her claimed expenses to clean the rental unit and repair a wall.

b. Must Ms. Graumann return Mr. Campbell's $250 security deposit?

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, the parties must prove their respective claims on a balance of probabilities, which means "more likely than not". The parties had the opportunity to provide submissions in SC-2025-013858 but did not do so. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.

Background

13. The parties provided very few details about Mr. Campbell's tenancy, including when it started and how long Mr. Campbell lived in the rental unit. Ms. Graumann just says Mr. Campbell occupied the rental unit for several months. Mr. Campbell says he worked out of town and probably spent 10 to 15 nights in the rental unit during the tenancy.

Must Mr. Campbell pay Ms. Graumann's claimed expenses?

14. Ms. Graumann alleges Mr. Campbell did not clean up before vacating the rental unit. She alleges he also damaged her entryway wall with his bike. Ms. Graumann argues Mr. Campbell owes her $140 for her cleaning expenses and $499.80 to repair the wall damage.

15. There is no written agreement in evidence. So, I infer the parties verbally agreed that Mr. Campbell would rent a room in Ms. Graumann's home. In past decisions, the CRT has consistently found that when there is no written agreement, there are still implied terms in roommate agreements. Implied terms are terms that the parties did not expressly consider, discuss, or write down. An implied term must be

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something that both parties would have considered obvious when they entered the contract. See *Zeitler v. Zeitler (Estate)*, 2010 BCCA 216 at paragraphs 25 to 32.

16. I find it was an implied term of the parties' agreement that Mr. Campbell would leave the rental unit in a reasonably clean condition. I also find it was an implied term that Mr. Campbell would not damage Ms. Graumann's home beyond reasonable wear and tear.

Cleaning Expenses

17. Ms. Graumann says Mr. Campbell never cleaned while living in the rental unit. She says Mr. Campbell left the rental unit on January 10, 2025, and he promised to return on January 27 to finish cleaning. Ms. Graumann says Mr. Campbell never returned, so she hired a cleaning company because she was sick. Mr. Campbell denies he left a mess and argues he left the rental unit in the same condition as when he moved in.

18. To support her claim, Ms. Graumann provided an invoice from Lime and Lavender Cleaning Co. for $140. The invoice says Ms. Graumann was charged 4 hours on January 29, 2025, for "general clean + carpets". Notably, Ms. Graumann only provided one picture of the alleged mess. The pictures shows some large crumbs on a carpet. Mr. Campbell alleges this picture is old or fabricated.

19. Even if I accept Ms. Graumann's picture is accurate, on its own, I find Ms. Graumann has not proven that Mr. Campbell left a mess that required 4 hours of cleaning. At most, the crumbs could have been vacuumed up in less than a minute. Without more, I find Ms. Graumann has not proven that Mr. Campbell breached the parties' agreement by not leaving the rental unit in a reasonably clean condition. So, I dismiss this part of Ms. Graumann's claim.

Repairing the Entryway Wall

20. Ms. Graumann says Mr. Campbell bought a bike and at one point asked her permission to store it inside. She says Mr. Campbell ignored her warnings to be

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careful, and he allegedly damaged her wall. She says Mr. Campbell damaged a corner between 2 walls, and the drywall needed to be properly repaired.

21. Mr. Campbell generally denies Ms. Graumann's claims, but he does not specifically address whether he damaged Ms. Graumann's wall with his bike. Instead, he says there was no excessive damage beyond reasonable wear and tear.

22. Ms. Graumann provided 2 pictures showing the damaged wall. One picture shows small dents in the drywall. The other picture shows several drywall chips missing from a corner. From these pictures, I find this damage is more than reasonable wear and tear. Although Mr. Campbell commented on Ms. Graumann's other picture, he does not challenge this evidence. So, I find it is more likely than not that Mr. Campbell damaged the wall with his bike and breached the parties' agreement.

23. So, what is the appropriate remedy for Mr. Campbell breaching the parties' agreement? Ms. Graumann provided an invoice from JRG Pro Painting for $499.80. The invoice says JRG repaired the drywall and applied 2 coats of paint. I find this expense is disproportionate to the damage shown in the pictures.

24. Ms. Graumann says the room's paint could not be matched, so she needed to repaint the whole room. However, Ms. Graumann did not provide any evidence to support this statement. So, I find Ms. Graumann has not proven that the damage required her to repaint the whole room.

25. Relying on the law of betterment, I also find Ms. Graumann would be placed in a better position if I awarded her the full amount to repaint her walls. Betterment arises when ordering the full cost of replacing an item would provide a person with an item of greater value than what existed before the breach. See *Laichkwiltach Enterprises Ltd. v. F/V Pacific Faith (Ship)*, 2009 BCCA 157 at paragraphs 38-40. Here, Ms. Graumann would get a freshly painted room with 2 coats of paint.

26. JRG does not break down its invoice to explain its cost to repair the drywall and its cost to repaint the room. There is also no evidence before me about how large the

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room is. So, doing the best with the evidence available, I find it appropriate to award Ms. Graumann $150 to fix the wall damage.

27. Ms. Graumann provided a handwritten receipt showing Mr. Campbell paid her a $250 security deposit when he moved in. So, I find Ms. Graumann can apply the security deposit to this damage award, and I order her to return the remaining $100 to Mr. Campbell.

INTEREST AND CRT FEES

28. The *Court Order Interest Act* applies to the CRT. In the Dispute Notice, Mr. Campbell explicitly chose not to claim pre-judgment interest. So, I order none.

29. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I find both parties were partially successful in their respective claims. So, I find they should each bear their own costs, and I dismiss their respective claims for CRT fees.

ORDERS

30. Within 15 days of the date of this decision, I order Ms. Graumann to pay Mr. Campbell $100 in debt for the security deposit.

31. Mr. Campbell is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.

32. I dismiss the parties' remaining claims in both disputes.

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33. 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.

Jeffrey Drozdiak, Tribunal Member

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