



DEFAULT DECISION AND ORDER

(This shaded box is for CRT use only)

DISPUTE NUMBER: SC-2023-010955

DISPUTE AREA: Small Claims

DATE OF DECISION: May 2, 2024

TRIBUNAL MEMBER: Kristin Gardner

Enter the names of all applicants and respondents, exactly as they appear on the Dispute Notice. Separate names with a comma (for example, "John Doe, Jane Doe").

* **BETWEEN APPLICANT(S):** MELISSA REDFERN

* **AND RESPONDENT(S):** JASON DONALD TURNER

Part A: Monetary Claims and Orders

You can only claim what's in the Dispute Notice. Don't add new claims. You can enter a lower amount than you claimed in the Dispute Notice, but not a higher amount. Don't include your CRT fees and dispute-related expenses in your claim totals – enter those in Part C of this form.

Description	Remedy Amount (\$)	(CRT use only) Order Amount (\$)
Requested Resolution 1 (<i>from the Dispute Notice</i>): I want my belongings returned and if he has done something with them in the meantime, restitution for this distress in my life. CRT NOTE: see written reasons below for non-monetary order	\$ 4,499.99	\$ 0.00
Requested Resolution 2 (<i>from the Dispute Notice</i>): -----	\$ -----	\$
Requested Resolution 3 (<i>from the Dispute Notice</i>): -----	\$ -----	\$



Part B: Non-Monetary Claims and Orders

You can only claim what's in the Dispute Notice. Don't add new claims or use this space to explain more about your claims. If you filled out Part A (Monetary Claims), don't add the same claims here.

Description

First Non-Monetary Requested Resolution from the Dispute Notice):

If you named more than 1 respondent in your dispute, which respondent is this claim for?

Why do you want them to do or stop doing this (*maximum 100 characters*)?

Second Non-Monetary Requested Resolution from the Dispute Notice):

If you named more than 1 respondent in your dispute, which respondent is this claim for?

Why do you want them to do or stop doing this (*maximum 100 characters*)?

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CRT Decision on Non-Monetary Order:



Part C: Dispute-Related Fees and Expenses

You can claim CRT filing fees and reasonable dispute-related expenses you paid to prepare for the CRT process. Generally, the CRT won't order reimbursement of fees paid to a lawyer or other representative or for your time spent dealing with the dispute.

If you're claiming more than \$50, include receipts. But you don't need to include receipts for CRT fees.

Description	Expense Amount (\$)	(CRT use only) Order Amount (\$)
Fees paid to the CRT. <i>(You don't need to include receipts for these.)</i>	\$ 0.00	\$ 0.00
Service fees, if you served the Dispute Notice yourself. For example, fees for registered mail or a courier.	\$	\$
Total cost of expert reports to support your claim. <i>(Include the reports with your form.)</i>	\$	\$
Other dispute-related expenses <i>(briefly describe the expenses and how they relate to your dispute):</i>	\$	\$
Total amount of claimed fees and expenses.	\$ 0.00	\$ 0.00

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CRT Decision on Dispute-Related Fees and Expenses: \$ 0.00



Part D: Interest		
Description	Interest	(CRT use only) Interest Order
<input type="checkbox"/> Check this box if you waive interest. If you check this box, don't enter anything else in this Part.		
The interest accrual date. In the Dispute Notice, this is the line " <i>When interest started applying to the amount owing</i> ".	Date:	
Contractual interest rate. Enter this if you agreed to a specific interest rate in a contract or agreement with the respondent(s), and only if you claimed this rate in the Dispute Notice. In the Dispute Notice, this is the line " <i>Annual rate of interest agreed to in your contract</i> ".	%	%
If you haven't waived interest and didn't agree to a specific interest rate in a contract or agreement with the respondent(s), the CRT will calculate interest according to the Court Order Interest Act .		
Principal amount owing as of the Dispute Notice date, not including interest.	\$	\$
(This shaded line is for CRT use only) Amount of contractual interest, from the date interest arose to the date of this decision.	\$	
(This shaded line is for CRT use only) Amount of court-ordered interest, from the date interest arose to the date of this decision.	\$	
(This shaded box is for CRT use only) <div style="text-align: right;"> CRT Decision on Total Interest Amount: \$ 0.00 </div>		

Part E: Total Monetary Order
(This shaded box is for CRT use only) <div style="text-align: right;"> CRT Total Monetary Order Amount: \$ 0.00 </div>
The applicant is also entitled to post-judgment interest as provided under the <i>Court Order Interest Act</i> .



CRT Default Decision and Order

The applicant applied for small claims dispute resolution with the Civil Resolution Tribunal (CRT or tribunal) and requested a default decision and order of the tribunal. The following is the CRT's Default Decision and Order.

CRT DECISION

Proof of Notice:

1. A respondent must respond to a Dispute Notice within 14 days of receiving the Dispute Notice, as indicated on the Dispute Response Form, or as permitted by the CRT. A respondent served outside of British Columbia has 30 days to respond, instead of 14 days.
2. Having reviewed the evidence, I am satisfied that the respondent received the Dispute Notice and did not respond to it by the deadline set out in the CRT's rules. This means the respondent is in default, as defined in section 1(1)(a) of the *Civil Resolution Tribunal Act* (CRTA).

Jurisdiction:

3. The CRT's small claims jurisdiction is set out under CRTA section 118. The applicable CRT rules are those in place at the time the Dispute Notice was issued.
4. The CRT will make a binding decision without the participation of the respondent. The CRT will send the parties a copy of the final decision and order.
5. Where permitted under the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the tribunal considers appropriate.

Decision:

6. Liability is generally assumed in default decisions, and as the respondent has not participated in the dispute, I find in favour of the applicant.



7. The applicant says the respondent offered to temporarily store their belongings in the respondent's West Bank Self Storage unit. The applicant says that despite several requests for the respondent to return their belongings, the respondent has failed to do so. Based on text messages the applicant provided and because the respondent is in default, I accept the applicant's statement that the respondent has failed to return their personal belongings. The applicant says they want their belongings returned and values their claim at \$4,499.99.
8. Section 118 of the CRTA allows the CRT to order someone to return personal property. This is known as an order for injunctive relief. However, the CRT will generally not order injunctive relief when monetary compensation will suffice.
9. Here, the applicant says some of the items have certain sentimental value that cannot necessarily be replaced with a monetary award. The applicant confirmed that they would prefer to have their belongings returned over monetary compensation. I find this weighs in favour of granting injunctive relief.
10. I am satisfied based on the applicant's text message evidence and submissions that the respondent likely still has the applicant's personal belongings in a storage unit. I also note the applicant says the respondent may not be available to personally return the belongings, but that the respondent's family member owns the storage facility.
11. Under the circumstances, I find it is appropriate to order the respondent to make any necessary arrangements to give the applicant access to the respondent's storage unit, so that the applicant can retrieve their personal belongings within 30 days.
12. As I have made an order for the belongings to be returned, I find the applicant is not also entitled to monetary compensation.
13. The applicant did not pay any CRT fees or claim dispute-related expenses, so I make no monetary orders.

CRT ORDER

14. In accordance with the CRTA and the CRT'S rules, further to the decision set out above, I order the respondent to make any necessary arrangements to give the applicant access to



the respondent's storage unit, so that the applicant can retrieve their personal belongings within 30 days of this order.

15. This is a validated decision and order. Under CRTA section 58.1, the applicant(s) can enforce this order by filing a copy of it in the Provincial Court of British Columbia. When you file a CRT order with the Provincial Court, the order has the same force and effect as if it were a judgment of that court.

Kristin Gardner, Vice Chair