



Civil Resolution Tribunal

Date Issued: April 11, 2018

File: SC-2017-002605

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sampson v. Green Party Political Association of British Columbia et al*,
2018 BCCRT 125

B E T W E E N :

Lois Sampson

APPLICANT

A N D :

Green Party Political Association of British Columbia and Glenn Sollitt

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. The applicant Lois Sampson volunteered for the 2017 BC provincial election as an unpaid campaign operations manager. In particular, she assisted the respondent Glenn Sollitt, who was a candidate for the respondent Green Party Political Association of British Columbia (Green Party). This dispute is about Ms. Sampson's entitlement to reimbursement for expenses she incurred for Mr. Sollitt's election campaign. The parties are self-represented.

JURISDICTION AND PROCEDURE

2. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 3.1 of the *Civil Resolution Tribunal Act* (Act). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
3. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions, because I find that there are no significant issues of credibility or other reasons that might require an oral hearing. An oral hearing was not requested.
4. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
5. Under tribunal rule 126, in resolving this dispute the tribunal may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

ISSUE

6. The issue in this dispute is to what extent, if any, the applicant is entitled to reimbursement of her claimed campaign expenses, from either or both respondents.

EVIDENCE AND ANALYSIS

7. I have only commented upon the evidence and submissions to the extent necessary to give context to these reasons. In a civil dispute such as this, the applicant bears the burden of proof on a balance of probabilities.
8. The applicant volunteered for Mr. Sollitt's election campaign from March 9, 2017 until she was terminated on April 17, 2017. On April 21, 2017, she submitted her invoice for \$5,228.26, together with an itemized invoice and a set of receipts. Mr. Sollitt's campaign gave her 2 payments totaling \$2,849.90, on May 3 and a "final payment" on June 2, 2017. This left a principal balance of \$2,378.36, which the respondents have refused to reimburse. I find it is this \$2,378.36, plus a 1% monthly "delinquent charge", that the applicant claims in this dispute, for a total of \$2,584.31.
9. The applicant's campaign role included buying goods and services for Mr. Sollitt's campaign. The applicant's submitted invoice and receipts generally fall into these categories: furniture and furnishings for the campaign office purchased from a thrift shop, campaign office supplies, hospitality (food and beverages), and advertising and promotion. I have insufficient evidence before me upon which I can determine which expenses were paid by Mr. Sollitt and which were refused.
10. At the outset of Mr. Sollitt's campaign, there was insufficient funding available through donations, and therefore the applicant paid for purchases with her own cash or credit cards. Based on the evidence before me, including texts and emails, I accept the applicant did so with the reasonable understanding that she would be reimbursed when sufficient campaign funds were raised.

11. In particular, Mr. Sollitt and the applicant met on March 10, 2017 and toured an empty heritage house he had rented for use as his campaign headquarters. Mr. Sollitt agrees he told the applicant he wanted the election headquarters to be “Green Party 2.0”, a change from a former theme. Based on the evidence before me, I accept the applicant’s submission that she was directed to furnish and stock with supplies Mr. Sollitt’s rented campaign office, so that it could serve as both a venue for public campaign events as well as an office to support the local team and volunteers. While I accept that Mr. Sollitt and his team later had concerns about the applicant and her purchases, I also accept that Mr. Sollitt and his financial agent had in advance authorized the applicant to make the purchases she did. My more detailed reasons follow.

Liability of the Green Party

12. I agree with the Green Party that it is not responsible for Ms. Sampson’s claimed expenses, and that in this dispute any responsibility for those expenses rests with Mr. Sollitt. Based on the evidence before me the Green Party played no role in asking Ms. Sampson to incur the expenses nor did it play any role in authorizing them. The applicant has not disputed these facts. The fact that Mr. Sollitt was a Green Party candidate does not mean the Green Party is responsible for his expenses. For the above reasons, I dismiss the applicant’s claims against the Green Party. In any event, I note Mr. Sollitt’s agreement to indemnify the Green Party.

Liability of Mr. Sollitt

13. I find it is essentially undisputed that the applicant spent a total of \$5,228.26 of her own money during her March 9 to April 17, 2017 tenure with the campaign. As noted above, the outstanding principal balance claimed is \$2,378.36. The issues in this dispute are two-fold: 1) was the applicant authorized to incur reimbursable expenses, and 2) were the expenses reasonably incurred.

14. The respondents cite section 193 of the *Election Act*, which basically provides that election expenses must not be incurred without the authorization of the party or candidate's financial agent. While the respondents dispute this, I agree with the applicant that Mr. Sollitt's financial agent Ms. Tisdelle authorized Ms. Sampson to incur expenses on behalf of the campaign.
15. There are a number of examples to support this conclusion. First, Mr. Sollitt told the applicant in March 10, 2017 email he would approve expenditures along with Ms. Tisdelle.
16. Second, on March 14, 2017, the applicant emailed Ms. Tisdelle to inquire about the process for paying bills and other financial procedures. I accept the applicant's essentially undisputed evidence that a few days later Ms. Tisdelle advised the applicant she did not know the process for claiming expenses and that she and the applicant agreed to "muddle along" until they figured it out, including that the applicant would send Ms. Tisdelle invoices for payment. I find that the surrounding emails and texts support this conclusion.
17. Most significantly, the applicant emailed Ms. Tisdelle on March 28, 2017 with an invoice requesting payment and specifically asked if there were any other necessary procedures. Ms. Tisdelle emailed back stating that she would issue cheques once every couple of weeks, and if things needed to be paid sooner "then people will have to use their own means and get reimbursed. That can be a lot to ask but that's the way it's going to have to be". The applicant forwarded Ms. Tisdelle's email to Mr. Sollitt and his campaign manager Greg Sabo. That Ms. Tisdelle took this approach supports the conclusion that she was pre-authorizing the applicant to make reasonable campaign expenditures. Similarly, Ms. Tisdelle provided the applicant with a cheque for the campaign's main fundraising event, without specific prior authorization. Another exchange with Ms. Tisdelle occurred on March 29, 2017, where Ms. Tisdelle agreed to pay for an expense after-the-fact, which again supports the conclusion Ms. Tisdelle had generally pre-authorized campaign-related expenditures.

18. I also accept the undisputed evidence that Mr. Sollitt's campaign ultimately raised enough funds to pay the applicant's bills.
19. On April 17, 2017, Mr. Sabo emailed the applicant to advise she and her husband were required to "step down". Mr. Sabo wrote that "while we appreciate everything you have done, we need to move the campaign in a direction more in keeping with our management style". I agree with the applicant that there is no evidence that Mr. Sollitt or his team objected to the applicant's expenditures until after she was terminated.
20. The fact that Mr. Sollitt used his credit card to pay a deposit on a larger expense pre-ordered by the applicant also supports the conclusion that the applicant was authorized to incur the expenses. I find the same conclusion flows from the fact that at the end of March 2017 Mr. Sollitt asked the applicant to buy food and drinks for events at the campaign headquarters, which the applicant did using her own credit card.
21. Given this history, I find the applicant reasonably expected to be reimbursed. Contrary to the respondents' more general submissions, I further find Ms. Tisdelle had authorized the applicant, in advance, to incur campaign-related expenses. Even if she had not done so, I find in the circumstances Mr. Sollitt generally authorized the applicant's expenditures and is personally liable, quite apart from the *Election Act* provisions.
22. That Ms. Tisdelle told the applicant after she was terminated that her approval of each expense was required is not determinative. In short, that later response was simply too late. If Ms. Tisdelle failed to properly comply with the *Election Act* in granting her approval, that is not an issue for the applicant in this dispute and it would not change Mr. Sollitt's personal liability.
23. I turn then to the actual expenses claimed in this dispute, and whether they were reasonably incurred.

24. On May 2, 2017, Ms. Tisdelle emailed the applicant to say she was “extremely disappointed” in the expenses claimed, and that she was not reimbursing the applicant for everything. Ms. Tisdelle wrote “there was a complete disregard for what we actually needed versus what items you purchased”. However, no detail was provided. Ms. Tisdelle took the position therefore that all of the items in the office actually belonged to the applicant (because they were not being reimbursed) and suggested that the applicant could pick them up. Yet, later on May 2, 2017 Mr. Sollitt gave the applicant a note that he disagreed with Ms. Tisdelle’s email and that the applicant would be “reimbursed for everything”. The next day, Mr. Sollitt emailed the applicant that he would hold an “estate sale” to liquidate everything and that the proceeds would go to the applicant. I find Mr. Sollitt’s note and email indicate that at the time of the expenditures Mr. Sollitt had not objected to them.
25. On a balance of probabilities, I find the applicant has established that she was authorized to make these sorts of expenditures, even if each specific item was not pre-authorized. I also find that while Mr. Sollitt’s campaign did not ultimately agree with some of the specific items purchased, they were reasonably incurred given the applicant’s communications with Mr. Sollitt and his campaign staff.
26. At this point, I will briefly address Mr. Sollitt’s submissions about the applicant’s alleged difficult demeanour, which the applicant disputes. I find these submissions are not relevant to Mr. Sollitt’s obligation to reimburse the applicant for expenses she reasonably incurred for his campaign, and which he admittedly told her would be reimbursed. As noted, Mr. Sollitt acknowledges that he had a vision of “Green Party 2.0” and that he “obviously failed at conveying the specific instructions” to the applicant. While that failure is unfortunate, the applicant cannot be held responsible for it. I find the applicant has proven that she reasonably understood she had instructions to incur campaign expenses, and specifically for furnishing the campaign office, arranging events, some hospitality, and for advertising and promotion.

27. Next, I will address the Green Party's submission that the claimed expenses are not election expenses as defined in section 183 of the *Election Act*. I disagree. I find the applicant has proven on a balance of probabilities that she bought the items claimed for Mr. Sollitt's campaign and that Ms. Tisdelle authorized them. Even if the expenses did not meet the definition of "election expense", I find Mr. Sollitt is personally liable to reimburse the applicant, given the evidence and my conclusions above.
28. I find Mr. Sollitt must reimburse the applicant \$2,378.36, being the principal balance outstanding from the applicant's expenses invoice. I dismiss the applicant's claim for a 1% monthly delinquency charge, as there is no evidence before me that there was a reasonable understanding or agreement between Mr. Sollitt and the applicant that such charges would be payable. However, the applicant is entitled to pre-judgment interest on the \$2,378.36 under the *Court Order Interest Act (COIA)*, from April 21, 2017.
29. In accordance with the Act and the tribunal rules, the successful party is usually entitled to reimbursement of tribunal fees paid and any reasonable dispute-related expenses. I see no reason to deviate from that general rule here. The applicant was substantially successful and is entitled to reimbursement of \$125 in tribunal fees paid.
30. The applicant claims \$31.50 for serving the Dispute Notice on the respondents. The applicant was not successful in her claim against the Green Party. I find she is therefore entitled to half the claimed amount, \$15.75.

ORDERS

31. Within 14 days of the date of this decision, I find the respondent Glenn Sollitt must pay the applicant a total of \$2,555.17, broken down as follows:
 - a. \$2,378.36 as final reimbursement of the applicant's campaign expenses,
 - b. \$36.06 in pre-judgment interest under the COIA,

- c. \$15.75 in dispute-related expenses, and
 - d. \$125 in tribunal fees.
32. The applicant's claim for a 1% monthly delinquency charge on her outstanding invoice is dismissed. The applicant's claims against the respondent Green Party are dismissed.
33. The applicant is entitled to post-judgment interest, as applicable.
34. Under section 48 of the Act, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.
35. Under section 58.1 of the Act, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Shelley Lopez, Vice Chair