



Civil Resolution Tribunal

Date Issued: May 14, 2018

File: SC-2017-005576

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bruce v. Pitcher*, 2018 BCCRT 182

B E T W E E N :

Beverly Bruce

APPLICANT

A N D :

Sean Pitcher

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Tony Wilson Q.C.

INTRODUCTION

1. The applicant Beverly Bruce and the respondent Sean Pitcher were engaged to be married, but the engagement was called off by the respondent.

2. The respondent gave the applicant an engagement ring worth about \$1,000. However, before the respondent called off the engagement, the applicant left the engagement ring with the respondent to replace a stone.
3. The applicant wants the respondent to return the engagement ring because, in her view, she was promised marriage and the respondent broke that promise. The respondent was not prepared to return the ring unless the applicant executed a "no contact" order such that she would agree to no longer contact him.

JURISDICTION AND PROCEDURE

4. 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.
5. 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 provided by the parties, because I find that there are no significant issues of credibility or other reasons that might require an oral hearing. Here, the issue is a legal one.
6. 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.
7. Under the Act and tribunal rule 126, in resolving this dispute the tribunal may make one or more of the following orders:
 - a) order a party to do or stop doing something;

- b) order a party to pay money;
- c) order any other terms or conditions the tribunal considers appropriate.

ISSUES

8. The issue in this dispute is relatively simple: where an engagement ring was given in promise of marriage, and the engagement ends, who owns the ring?

EVIDENCE AND ANALYSIS

9. I do not propose to go through the parties' evidence on an item by item basis. Most of the evidence relates to matters surrounding the breakdown of their relationship, which I find is not relevant to the legal issue of who owns the ring when the engagement ended. My reasons follow. The law that governs the issue in this dispute is very clear.
10. The authorities are clear that fault for the engagement ending does not enter into the analysis as to which party is entitled to the engagement ring if the marriage does not happen.
11. In particular, as for who owns the engagement ring if the marriage does not take place, the leading case in British Columbia is *Hitchcock v Harper* [1996] B.C.J. No 186. In that case, the court determined that the engagement ring gift was conditional upon marriage. Therefore, the engagement ring must be returned to the donor of the ring when the marriage failed to occur. That reasoning was followed in *Sperling v. Grouwstra* [2004] BCSC 330, *Zimmerman v. Lazare*, [2007] BCSC 626, and *P.S. v H.R.*[2016] BCSC 2071.
12. However, this is still subject to evidence of a contrary intention on the part of the donor that the ring was given without condition. If the ring was an absolute gift, whether the parties married or not, then it was no longer the property of the donor.

13. During the tribunal process, the respondent agreed to return the ring to the Applicant and abandoned his requirement of a "no contact order". However, I do not believe this amounts to the respondent having a "contrary intention" at the time the ring was given such that would conclude that the engagement ring was an absolute gift, and not one contingent upon marriage. The parties were unable to resolve the issue of the ring, which is why this matter is before me for a decision.
14. Based on the evidence, it is my decision that the engagement ring was conditional upon marriage. Given the law set out above, I find the ring remains the respondent's property because the marriage did not take place.
15. Accordingly, I dismiss the applicant's claims. I find the respondent is entitled to keep the ring, which is in his possession.
16. As the applicant was unsuccessful in this dispute, I find she is not entitled to reimbursement of tribunal fees or dispute-related expenses.

ORDER

17. I dismiss the Applicant's dispute.

Tony Wilson Q.C., Tribunal Member