Civil Resolution Tribunal

Date Issued: April 18, 2019

File: SC-2017-007019

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wallace v. Villanueva,* 2019 BCCRT 477

B E T W E E N :

David Wallace

APPLICANT

A N D :

Regina Villanueva

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about payment for expenses the applicant, David Wallace, says he incurred while acting as a traveling team lacrosse coach at the request of the

respondent, Regina Villanueva, for her program with the VanCity Ravens that she managed. The applicant claims $1,477.33.

2. The respondent says the applicant is not owed any further reimbursement for coaching expenses. She also says the applicant owes $595 for his children's team fees and jerseys, and that he has failed to return $1,000 worth of equipment and supplies. The respondent did not file a counterclaim.

3. The parties are each self-represented.

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 118 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. In the circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note that in *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, the BC Supreme Court recognized the tribunal's process and found that oral hearings are not necessarily required where credibility is in issue.

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 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

8. The issue is to what extent, if any, the respondent owes the applicant $1,477.33 for lacrosse coaching expenses.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only referenced the evidence and submissions as necessary to give context to my decision.

10. It is undisputed that the respondent asked the applicant to be a lacrosse coach for the VanCity Ravens team, and in particular to attend 2 tournaments and transport at least some of the teams' equipment. The 2 tournaments were in the United States, in San Jose and in Oregon. Based on the evidence before me, the Oregon trip took 4 days between July 21 and 24, 2017. The San Jose trip took 6 days between August 2 and 7, 2017.

11. Contrary to the respondent's argument, I find it is irrelevant that the applicant chose to have some family members accompany him on the tournament trips. His doing so does not mean the respondent does not have to compensate the applicant if the parties otherwise agreed to compensation or reimbursement. I note the respondent texted the applicant in advance of one trip and asked "Will your whole family come? How many beds do u need?" and expressed no concern about reimbursing the applicant for only part of his expenses due to the presence of his family.

12. I also find that for the purposes of this dispute, which is about the applicant's coaching expenses, nothing turns on the fact the applicant's daughter played for an opposing team, although I note this appears to be the catalyst for the parties' relationship souring.

13. Next, I note the respondent's reference to the applicant owing $595 for his children's team gear, which I infer is a request for set-off given the respondent did not file a counterclaim. The evidence shows the respondent had asked the applicant if he would be interested in going to San Jose with the Ravens team, together with his daughter, and the respondent made no mention of his daughter paying for her play with the team. The respondent sent similar texts for other team play by the applicant's children. To the extent the respondent seeks a set-off for team gear for the applicant's children, I find she has not established such a set-off is warranted because there is no evidence that the parties agreed that the applicant would pay.

14. The respondent further says the applicant failed to distribute equipment before the team left Canada, and failed to show up for practices prior to the tournament and withheld the equipment until the end of the first day of tournament in San Jose. I find the weight of the evidence does not support these assertions, and I also find they are unrelated to the expenses claim that is before me.

15. I turn then to the applicant's expenses claims. They relate to the 2 tournaments as set out below, which if assuming they were all in CAD total $1,499.12:

    a. $320 – Team 'Ravens' San Jose tournament team fee, invoice dated June 18, 2017.

    b. $33.90 – the applicant's return-trip Nanaimo ferry expenses for practice in Victoria, BC on July 16, 2017. The applicant filed a text from the respondent where she said she would reimburse him for this ferry round-trip.

    c. $380.52 USD – Oregon coaching expenses: team drinks ($32.68), a layover hotel in Kelso, Washington ($99.90), fuel ($179.20), and food for the applicant

($68.74). The applicant provided his own typed spreadsheet listing these expenses, but not the actual receipts.

d. $764.70 USD – San Jose coaching expenses: layover hotel stays in Redding, CA and Medford, Oregon ($193.68), fuel ($353.30), food for the applicant ($217.72). The applicant provided his own typed spreadsheet listing these expenses, but not the actual receipts.

16. The applicant explained that some of the fuel costs related to his having to transport team members around town while at the tournaments, as no other arrangements had been made. I accept this evidence, given the totality of the evidence and the nature of the tournaments.

17. The respondent's essential position in response to the applicant's claims is she and/or the team member's parents paid in advance for the applicant's hotel accommodations for both tournaments and paid for his family's dinner in Oregon. The respondent says the applicant was never offered payment for transporting players or team equipment, although it is undisputed the applicant did so at the respondent's request. In other words, nothing turns on the particular fact that the respondent transported equipment. I also find nothing turns on the Oregon family dinner as the evidence indicates that was a gratuitous gesture by the respondent.

18. The respondent also says she did not expect the applicant to request reimbursement for all his meals or all of his travel expenses. However, the respondent's own budget document shows $200 for "coach food" and $150 for coach gas for the Oregon trip. I further find the parties' text messages, detailed below, show the respondent expressly offered to reimburse for gas, food, and hotel expenses.

19. On balance, the evidence shows the respondent did agree to reimburse the applicant for certain travel-related expenses. How much, is discussed below.

20. The respondent did not particularly dispute the $320 for the team fee, and the applicant provided a copy of the invoice. I therefore find the applicant is entitled to reimbursement of $320.

21. I also order reimbursement of the $33.90 for the ferry expense, which the respondent's text shows she offered to reimburse. I find this amount reasonable.

22. The respondent says that when the applicant asked for reimbursement, the applicant failed to produce receipts. In particular, on July 19, 2017 the respondent texted the applicant before the Oregon trip, and among other things stated "Pls keep your gas, food, hotel receipt for reimbursement".

23. In his argument to the tribunal, the applicant submits that he has "all our receipts and communications (texts and emails) available for remittance for physical evidence upon request". It is unclear to me why the applicant did not file that evidence at the same time as he filed other evidence, given the tribunal's directions for filing evidence. However, the evidence and arguments were filed when the tribunal's online portal system was relatively new and so there may have been some confusion about the process at that time.

24. I considered whether it would be appropriate for me to ask the applicant for the receipts for his hotel, gas, and food. Given the tribunal's mandate to provide speedy, efficient, and proportionate dispute resolution services, and given this dispute dates back to 2017, I have decided it is not reasonably necessary to do so. There is no question the applicant incurred food, gas, and hotel expenses. I find the respondent clearly offered to reimburse gas, hotel, and food during the tournament-related travel. The respondent's offer was not qualified in any way, such as "only for the tournament dates themselves". It is not relevant that the respondent said after-the-fact that the team's budget would not permit full reimbursement. The respondent should have included any qualifications in her offer.

25. That said, the context of the children's tournament travel is relevant. Had the applicant incurred more significant expenses, I would not have found them

reasonable in the circumstances. However, the evidence shows the applicant's food, team drinks, and hotel expenses were modest. Given the amount of travel and the large size of the applicant's van that presumably would consume more fuel, I find the fuel expenses were also reasonable. In short, I allow the applicant's expenses for the Oregon and San Jose trips.

26. The applicant did not set out a break-down of his claimed expenses in his argument, just the $1,477.33 total. He also did not provide CAD equivalents of the USD claims. I do not have any explanation for the discrepancy between the $1,477.33 claimed and the expenses total of $1,499.12, quite apart from any conversion from USD to CAD. As the applicant claims only $1,477.33, that is the amount I order the respondent to reimburse the applicant.

27. As set out in my order below, the applicant is entitled to pre-judgment interest under the *Court Order Interest Act* (COIA) on the $1,477.33, from August 18, 2017, a date I consider reasonable in all the circumstance as that is when the applicant made a formal request for reimbursement.

28. I turn then to the respondent's remaining set-off claim. She says the applicant has failed to return the remaining equipment, which she values at $1,000, saying that she sent multiple unanswered texts for them to the applicant's wife. The respondent provided no evidence to support the claimed value of the equipment.

29. The applicant denies he or his wife received multiple texts or calls, and I note the applicant did not provide any such texts in evidence. The applicant provided a photo of the remaining Ravens gear he says he has in his possession, a few shirts, shorts, what appear to be socks, and a hat. However, neither party has been sufficiently specific about the equipment items to allow me to identify them in any order.

30. On August 18, 2017, the applicant emailed the respondent he had some garments, along with some Ravens' nets and balls, and asked how he could get it back to the respondent. The burden is on the applicant to prove the set-off is warranted, and I

find she has not done so. She failed to show she reasonably responded to the applicant's request about returning the gear and failed to prove its value.

31. Given the passage of time, I find an order that the applicant return the gear or compensate the respondent is not appropriate. Nothing in this decision prevents the applicant from voluntarily returning to the respondent whatever he may still have in his possession.

32. As the applicant was successful in this dispute, in accordance with the Act and the tribunal's rules I find he is entitled to reimbursement of $125 in tribunal fees.

ORDERS

33. Within 14 days of this decision, I order the respondent to pay the applicant a total of $1,644.30, broken down as follows:

    a. $1,477.33 in debt,

    b. $31.97 in pre-judgment interest under the COIA, and

    c. $125 in reimbursement for tribunal fees.

34. The applicant is entitled to post-judgment interest, as applicable.

35. 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.

36. 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