



Civil Resolution Tribunal

Date Issued: June 10, 2019

File: SC-2019-000755

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cheron v. Needham*, 2019 BCCRT 702

BETWEEN:

DALE CHERON

APPLICANT

AND:

DENNIS NEEDHAM

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. This dispute is about a failed romantic and business relationship. The applicant, Dale Cheron, says that she paid \$200 in airfare for the respondent, Dennis Needham, to travel from Toronto, ON, to Victoria, BC. She also says she loaned

him \$1,750 to purchase a vehicle to restore and sell at a profit. She says he did not purchase the vehicle and instead fled with her money.

2. Both parties are self-represented.

JURISDICTION AND PROCEDURE

3. 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*. 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.
4. 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.
5. 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.
6. Under tribunal rule 9.3(2), 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.

7. The evidence does not establish that the parties were living together in a spouse-like relationship for more than two years, so the provisions of the *Family Law Act*, regarding family debt, do not apply.

ISSUES

8. The issues in this dispute are:
 - a. Did the applicant agree to pay for part of his airfare?
 - b. Did the applicant make a repayable loan to the respondent?

EVIDENCE AND ANALYSIS

Airfare

9. In August 2018, the applicant and the respondent communicated on Facebook. The respondent, who fixed collectible cars, floated the idea of selling all his worldly possessions, purchasing a motorbike, driving west to BC, and discovering “how deep chemistry goes.” The applicant responded enthusiastically.
10. The applicant says that discussions ensued over the telephone. The respondent decided to fly rather than travel by motorbike. He did not have enough money, or a credit card, for airfare, so the applicant agreed to purchase his ticket with her Aeroplan points. The applicant says the respondent agreed to pay the charges, fees and taxes.
11. On September 18, 2018 the applicant purchased for the respondent a flight from Toronto, ON, to Victoria, BC. The charges, fees and taxes not covered by her Aeroplan points totaled \$83.76, as shown on the applicant’s credit card statement and flight itinerary.

12. The applicant says that on September 20, 2018, the respondent asked her to postpone the flight by one week and agreed to pay any fees associated with the change. The additional charges were \$118.31.
13. The applicant appears to accept that the base fare she purchased using her Aeroplan points was a gift, as she has only claimed the additional charges. The respondent only says that he did not ask the applicant to buy him the ticket. I take this to mean that she offered to do so voluntarily. He does not dispute that he agreed to pay the charges, fees and taxes. He also does not dispute that he asked to change the flight and agreed to pay the associated charges. I therefore accept that the respondent agreed to pay the additional airfare charges of \$202.07. The applicant has only claimed \$200, so I find the respondent owes \$200.

Car purchase

14. The applicant says that in October 2018, the parties jointly purchased a vehicle, fixed it, sold it and split the profit. They agreed to do the same thing in November with a 1963 Ford Galaxie they found on Facebook Marketplace.
15. The applicant says that on Sunday, November 3, 2018, she loaned the respondent \$1,750.00, representing half of the purchase price that the respondent negotiated for the car. Her bank statement confirms the cash withdrawal. She says that they planned to travel to Nanaimo to purchase the vehicle on Sunday. Sunday morning while she was in the shower, the respondent left her home and never returned.
16. There is no dispute that the respondent did not use the money to purchase the car. In text messages exchanged between the parties in November 2018 the respondent acknowledged that he owed the applicant \$1,750.00.
17. The respondent now submits that he owes the applicant \$1,000.00 “to be fair” but says she kept his watch worth \$500.00, and work clothes, and “criminally harassed” him online. The applicant says never saw him with a watch, and he did not mention

a watch when he came to her house to pick up his things while the police were present.

18. Based on the text messages, I find that the respondent understood that the \$1,750 from the applicant was a loan that had to be repaid. With respect to the respondent's request to set off the loan for the value of his watch, I prefer the applicant's evidence that she does not have the watch. Regardless, there is no evidence of the value of the watch, so I decline to set off any amount for the watch. Similarly, as there is no evidence of the value of the work clothes, I decline to set off any amount for the work clothes.
19. With respect to the respondent's argument that the applicant "criminally harassed" him online, he provided no evidence to support his claim. In any event, the tribunal does not have jurisdiction over criminal matters.
20. In summary, I find that the respondent must pay the applicant \$200 for the additional airfare charges and \$1,750 for the car purchase loan for a total of \$1,950. The applicant is also entitled to pre-judgment interest according to the *Court Order Interest Act*, from the date the claim arose, which I find is November 4, 2018, the date the respondent left the applicant's home with her money.
21. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find the applicant is entitled to reimbursement of \$125 in tribunal fees. She did not claim any dispute-related expenses.

ORDERS

22. Within 14 days of the date of this order, I order the respondent to pay the applicant a total of \$2,094.94, broken down as follows:
 - a. \$1,950 in debt,

- b. \$19.94 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 in tribunal fees.

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

24. 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.

25. 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.

Micah Carmody, Tribunal Member