



# Civil Resolution Tribunal

Date Issued: September 19, 2019

File: SC-2019-001151

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Anderson v. Perry*, 2019 BCCRT 1109

BETWEEN:

ALDEN ANDERSON

**APPLICANT**

AND:

PAUL PERRY

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. The applicant, Alden Anderson, and the respondent, Paul Perry, were in a relationship that ended poorly. During the relationship, the applicant says the respondent improperly filed a police report against him, promised him a plane ticket

and then cancelled the ticket, and caused damage to his apartment. The applicant seeks \$1,400 for “time spent” dealing with the fraudulent police report, \$557.75 for the cancelled plane ticket, and \$262.50 for the damage to his apartment.

2. The respondent says the police report was not fraudulent, although he later did try to correct its accuracy. The respondent also states he does not owe the applicant for a plane ticket. The respondent does not dispute there was possible damage to the applicant’s apartment, but says he was being assaulted by the applicant at the time.
3. The parties are both 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* (CRTA). 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. Some of the evidence in this dispute amounts to a “he said, he said” scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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 British Columbia Supreme Court recognized the tribunal's process and found that oral hearings are not necessarily required where credibility is an 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 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted by section 118 of the CRTA:
  - 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 issues in this dispute are:
  - a. Whether the applicant is entitled to \$1,400 for "time spent" dealing with the allegedly fraudulent police report,
  - b. Whether the applicant is entitled to \$557.75 for a cancelled plane ticket, and
  - c. Whether the applicant is entitled to \$262.50 for damage to his apartment.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant bears the burden of proof on a balance of probabilities. While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.

***Is the applicant entitled to \$1,400 for his “time spent” dealing with the police report?***

10. From 2015 to 2018, the parties were in an on and off relationship. It is undisputed that the relationship was not healthy for either party, and I find it unnecessary to go into those details in this decision.
11. In March 2017, the respondent filed a police report against the applicant for harassment. The applicant says the police report is fraudulent and was improperly made against him. However, the respondent submits the police report is not fraudulent, but admits that he was incorrect about one of his allegations and provided a letter he wrote to the police to attempt to correct the report. Again, I find it unnecessary to detail the nature of the alleged fraud. It is sufficient to say the correction the respondent sought to make was that the applicant had said he had contacted third parties with accusations against the respondent, so the respondent told the police that, but in fact the applicant had not done so.
12. The applicant acknowledges that the tribunal does not have jurisdiction over defamation claims or claims for injunctive relief, so he seeks \$1,400 for his time spent dealing with the police report, including doing his own research, speaking to police, meeting with the respondent and meeting with an immigration lawyer, among other things.
13. Under the tribunal’s rules, except in extraordinary cases, the tribunal does not allow parties to recover legal fees, nor does it generally award compensation for a party’s time spent trying to resolve a dispute. This is consistent with section 20 of the CRTA that provides for self-representation in most cases. This dispute is not an extraordinary case. I find the applicant’s time spent dealing with the police report is not recoverable, and that claim is dismissed.
14. Even if I had found the applicant is entitled to compensation for “time spent”, I would still not have awarded a monetary amount. I say this because I find the applicant’s claim for compensation is akin to a claim for defamation damages. As noted by the

applicant, the tribunal does not have jurisdiction over defamation claims under the CRTA.

***Is the applicant entitled to \$557.75 for a cancelled plane ticket?***

15. The applicant says that once he heard about the police report, he met with the respondent on July 9, 2017 to discuss it. The applicant was scheduled to fly somewhere the next day. The applicant says the respondent agreed to “work on” the police report the next day if the applicant changed his flight, but that once the flight was changed, the respondent did not cooperate. Essentially, the applicant says he agreed to change his flight based on the respondent’s alleged agreement to “fix” what the applicant calls the fraudulent police report. The respondent says he did not ask the applicant to change his flight, but that he e-transferred the applicant \$1,000 on February 11, 2018 as compensation for the cancelled ticket. He says he transferred the applicant another \$1,000 on May 1, 2018 for damage to the applicant’s car door, an unrelated payment.
16. The applicant says he was not given money for the cancelled ticket, and that the February 11, 2018 transfer was for the car damage, and the May 1, 2018 transfer was for “a small cash loan and joint purchases”. No evidence was provided as to the car damage or any cash loan or joint purchases. The applicant also did not produce any evidence about the cost of the changed or cancelled July 2017 flight.
17. The applicant says that, to make up for the July 2017 cancelled ticket, the respondent purchased round trip airfare for the two of them to travel to Montreal together in May 2018, but then subsequently cancelled the tickets. The applicant says the \$557.75 claimed is the value of the return flight to Montreal; however, the flight itinerary in evidence indicates the return flight cost \$517.75.
18. The respondent says he booked the flights to Montreal so the applicant could meet the respondent’s family and that he cancelled them because the parties were no longer a couple.

19. In these circumstances, there is essentially an evidentiary tie. The applicant says he was not compensated for the cancelled flight, and the respondent says he was. As noted above, the applicant bears the burden of proving it is more likely than not that his version is correct, and I find he has not done so. As a result, I dismiss the applicant's claims for reimbursement for the cancelled ticket.

***Is the applicant entitled to \$262.50 for damage to his apartment?***

20. The applicant says that on June 18, 2017 the respondent came to his apartment while intoxicated and caused damage to his walls. The applicant submits the damage occurred while he had left the apartment to "let things settle down".

21. The respondent does not specifically deny causing damage to the apartment, but states damage was "possible" during an altercation with the applicant that left the respondent with a black eye and laceration to his face. The applicant admits the parties were involved in a "scuffle" that night.

22. In support of his position, the applicant provided an email the respondent wrote to a third party on March 2, 2018, which states, in part, that he "hit and put a hole in the wall" in the applicant's apartment. The letter does not detail when that occurred. The applicant also produced a July 5, 2018 invoice from his landlord charging him \$157.50 to "repair wall holes" and \$105 for "door damage", among other charges. These two charges total the \$262.50 the applicant claims.

23. The applicant did not provide any photos of the alleged damage. I also find the invoice from the landlord, over a year after the applicant says the damage occurred, is too vague to determine whether the "wall holes" were because of damage by the respondent, damage from the scuffle between the parties, or merely damage from holes created by hanging items on the walls. In addition, it is unclear what the charge for "door damage" is, without photos of the damage. Based on the evidence, I am unable to determine when the damage occurred, either while the applicant was still at home or not, or how the damage occurred. As a result, I find the applicant has not proven on a balance of probabilities that the respondent is responsible for

the \$262.50 charged by his landlord. I dismiss the applicant's claim for reimbursement of this amount.

24. Under section 49 of the CRTA, and the tribunal rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As the applicant was not successful, I find that he is not entitled to reimbursement of his tribunal fees. Neither party claimed dispute-related expenses.

## **ORDER**

25. I order the applicant's claims, and this dispute, dismissed.

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Andrea Ritchie, Vice Chair