



Civil Resolution Tribunal

Date Issued: September 26, 2019

File: SC-2019-001461

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Anderson v. Hamilton*, 2019 BCCRT 1135

B E T W E E N :

BARBARA ANDERSON

APPLICANT

A N D :

JAMIE LEE HAMILTON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Trisha Apland

INTRODUCTION

1. This is a dispute about campaign expenses for a municipal election.
2. The applicant, Barbara Anderson, says she ran as school trustee for the political party, IDEA Vancouver. The respondent was IDEA Vancouver's founder and financial officer. The applicant says the respondent asked her to provide campaign

flyers, food, and t-shirts for the campaign events. The applicant says the respondent never reimbursed her costs. The applicant claims \$2,562.54 in campaign expenses.

3. The respondent denies the applicant's claims.
4. The parties are each self-represented.

JURISDICTION AND PROCEDURE

5. 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.
6. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. Though I found that some aspects of the parties' submissions called each other's credibility into question, I find I am properly able to assess and weigh the documentary evidence and submissions before me without an oral hearing. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always necessary when credibility is in issue. Further, bearing in mind the tribunal's mandate of proportional and speedy dispute resolution, I decided to hear this dispute through written submissions.
7. 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.
8. Under tribunal rule 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted under 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.

ISSUE

9. The issue in this dispute is to what extent if any, the respondent is required to reimburse the applicant \$2,562.54 for campaign expenses.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant bears the burden of proving her claims on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
11. The applicant provided emails showing that various people with IDEA Vancouver worked on campaign materials, including flyers, a website, T-shirts and event planning. The applicant says that she had access to a computer and its programs, so the respondent asked her to create the campaign flyers. The applicant paid to print the flyers and other expenses, which she supports with receipts. The applicant says the respondent had verbally agreed to reimburse the expenses but then failed to pay.
12. The respondent provided little in the way of response. In her Dispute Response, the respondent denied that the applicant's claims were for authorized campaign expenses. In her later submissions, the respondent says she denies all the claims. She states that IDEA Vancouver had a financial shortfall and there was only \$400 remaining in its account, which the respondent offers to pay the applicant. The respondent says all candidates must equally share the risks. I infer the respondent means that IDEA Vancouver was not able to pay back all its candidates' campaign expenses.

13. The *Local Elections Campaign Financing Act*, (LECFA), applies to municipal elections of trustees under the *School Act*. It sets out the rules for campaign contributions, loans, and expenses.
14. The applicant provided a copy of IDEA Vancouver's LECFA disclosure statement dated April 30, 2019. I do not know if the disclosure statement in evidence was filed under the LECFA. The applicant claims the respondent made false claims on the disclosure statement. The respondent says the applicant "forged" her signature on a document the applicant sent to Elections BC. I do not know if she is referring to the disclosure statement or to something else. I make no findings about alleged forgery or LECFA contraventions. Section 75 of the LECFA says the BC chief electoral officer must determine whether to investigate compliance complaints. Nothing in this decision prevents the parties from making a complaint to the BC chief electoral officer if they believe there was a LECFA contravention.
15. Under section 63.07 of the LECFA, an elector organization and an endorsed candidate must enter into a written campaign financing arrangement that apportions the expense limit for the candidate. Based on this provision, the applicant must have a written campaign financing arrangement on her entitlement to expenses to recover from IDEA Vancouver. The applicant said nothing about a written agreement and there are no written agreements in evidence.
16. In any event, the applicant's claim is against the respondent personally and not IDEA Vancouver. The applicant argues that because the respondent is the founder and financial officer of IDEA Vancouver, the respondent must pay the applicant's expenses. I find the fact that the respondent held these positions, does not in itself establish that she is personally responsible to pay out IDEA Vancouver's campaign expenses. The one cheque in evidence was made out to IDEA Vancouver and not to the respondent personally. Therefore, I am not satisfied IDEA Vancouver and the respondent are the same legal entity. The applicant has not explained how the respondent is personally liable for debts of a political party.

17. I find the facts of this case are different from those in the tribunal's decision, *Sampson v. Green Party Political Association of British Columbia et al*, 2018 BCCRT 125. In *Sampson*, the tribunal vice chair awarded the applicant, a volunteer, reimbursement for expenses she incurred to assist a Green Party candidate. The tribunal vice chair found the Green Party was not responsible to pay the applicant's expenses, in part, because it did not authorize them. Instead, through his financial agent, the candidate promised to pay the applicant's expenses himself. The tribunal vice chair ordered the candidate to personally reimburse the applicant for the expenses. In the matter before me, I find the evidence shows that the respondent authorized the applicant's expenses on behalf of the party, IDEA Vancouver, rather than on behalf of herself. The applicant was also a candidate running as school trustee. Without some written agreement to pay, I have insufficient evidence to conclude that the respondent personally agreed to reimburse the applicant's campaign expenses.
18. As mentioned, the respondent offers to pay the applicant the remaining \$400 in IDEA Vancouver's account. On the one hand, IDEA Vancouver is not a party to this dispute, and so I find I cannot order it to reimburse the applicant anything. On the other hand, the personal respondent offers to repay the applicant \$400 and I do not need to make any finding about how she arranges to do so, whether from IDEA Vancouver's account or otherwise. I leave it up to the respondent to ensure she complies with the applicable legislation, including LECFA. On a judgment basis, given the respondent's agreement to pay \$400, I order her to do so.
19. The *Court Order Interest Act* applies to the tribunal. Since the monetary award was made on a judgment basis rather than on any specifically incurred expense, I allow pre-judgment interest from February 21, 2019, the date of the Dispute Notice to the date of the decision. This equals: \$4.66.
20. Under section 49 of the CRTA 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 was partially successful in her claim. I award the applicant half her \$150 paid tribunal fees (\$75) and half her \$11.08 in dispute-related expenses (\$5.54). This totals \$80.54.

ORDERS

21. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$485.20, broken down as follows:
 - a. \$400.00 in damages,
 - b. \$4.66 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$80.54, for \$75.00 in tribunal fees and \$5.54 for dispute-related expenses.
22. The applicant is entitled to post-judgment interest, as applicable under the *Court Order Interest Act*.
23. Under section 48 of the CRTA, 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.

24. Under section 58.1 of the CRTA, 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.

Trisha Apland, Tribunal Member