



Civil Resolution Tribunal

Date Issued: October 10, 2019

File: SC-2019-002918

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *R.T. v. A.L.T.*, 2019 BCCRT 1184

BETWEEN:

R.T.

APPLICANT

AND:

A.L.T.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. The applicant, R.T., says the respondent, A.L.T., owes him \$1,200 for a diamond ring. The respondent says the ring was a gift and she is not required to pay the applicant anything.
2. Both parties are self-represented.

3. Given the sensitive nature of the parties' extramarital relationship, I have anonymized the parties in the published version of this decision to protect the identity of the applicant's wife who is not a party to this dispute and did not have the opportunity to request anonymity.

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. 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.
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 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

8. The issue in this dispute is whether the respondent is required to pay the applicant \$1,200 for a diamond ring.

EVIDENCE AND ANALYSIS

9. In a civil claim like this one, the applicant must prove his claim on a balance of probabilities. This means I must find it is more likely than not that the applicant's position is correct.
10. I have only addressed the parties' evidence and submissions to the extent necessary to explain and give context to my decision. For the following reasons, I dismiss the applicant's claims.
11. It is undisputed that the parties were in an extramarital relationship and that in December 2017 the applicant gave the respondent \$1,000 in cash to buy a diamond ring. The respondent submitted a receipt showing the ring cost \$999.99 plus tax for a total of \$1,119.99. She says she paid the \$120 in tax with her own money and the applicant does not dispute this.
12. The respondent says the \$1,000 for the ring was a Christmas gift. The applicant does not specifically dispute this, but he says the respondent owes him money.
13. The respondent says that when the applicant's wife learned of their relationship on March 6, 2019, she demanded that the respondent return all the gifts she had received from the applicant. The applicant's wife is not a party to this dispute. The respondent says she decided to pay the applicant's wife \$800 by cheque so that the applicant and his wife would stop bothering her and so she could move on. The cheque in evidence is dated April 1, 2019. The respondent says a few days later she received a letter from the applicant's wife asking for more money. The respondent submitted the letter in which the applicant's wife said the applicant was billing the respondent \$5,000 for 10 years of labour fixing her car, but that they would accept \$4,000.

14. The respondent says that based on the applicant's wife's behavior and the letter, she put a stop-payment order on her \$800 cheque and notified the applicant and his wife not to deposit it.
15. The applicant submitted an undated text message from the respondent stating, "About the ring it is not \$1200 I am the one who paid for the taxes so it is only \$1000. That \$1000 is nothing I can give it to you right away..."
16. Under the law of gifts, once an applicant has proved a transfer, the burden shifts to the person receiving the transfer to establish it was a gift (see *Pecore v. Pecore*, 2007 SCC 17 (CanLII)). On the evidence before me, I am satisfied that the applicant's \$1,000 payment to the respondent in December 2017 was meant as a gift to buy the diamond ring. The applicant says he gave her the money, and there is no evidence this was a loan or that the respondent agreed to repay the applicant at the time. I find the fact that the respondent offered to pay the applicant \$1,000 more than a year later, after the parties' relationship ended and there were ongoing negotiations about payments, does not change the nature of the transfer in December 2017. I also find there is insufficient evidence tying the respondent's \$800 cheque to the value of the ring.
17. The applicant says the respondent owes him money, but he does not elaborate on the reason. I find the applicant's wife's letter alleging that he provided car repair services to the respondent is nothing more than an allegation and unsupported by any other evidence. The applicant is responsible for proving his claim. I find he has not done so, and I dismiss it.
18. 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. Since the applicant was unsuccessful I find he is not entitled to reimbursement of his tribunal fees, and he did not claim any dispute-related expenses.

ORDER

19. I dismiss the applicant's claims and this dispute.

Sarah Orr, Tribunal Member