



Civil Resolution Tribunal

Date Issued: November 29, 2019

File: SC-2019-004894

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Mackinnon v. Roetman*, 2019 BCCRT 1348

BETWEEN:

SHARI MACKINNON and RICHARD MACKINNON

APPLICANTS

AND:

TRACEY ROETMAN and PAUL WILLIAMS

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about lost wages resulting from a dog fight.
2. The applicants, Shari Mackinnon and Richard Mackinnon, say their dog was injured when bitten by a dog owned by the respondents, Tracey Roetman and Paul Williams. The applicants say that, as a result of the dog bite, Mr. Mackinnon had to

take 3 days off work to attend the vet with their dog, and they seek \$768 for lost wages. The respondents say they agreed to pay the vet bill and expecting anything more is unreasonable.

3. All parties are 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. 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.
8. Prior to this decision, the parties agreed that the respondents would pay \$1,067.50 for vet bills, and a Consent Resolution Order (CRO) was issued on August 29, 2019 reflecting that agreement. Therefore, the only remaining claim is the applicants' entitlement to lost wages.

ISSUE

9. The issue in this dispute is whether the applicants are entitled to \$768 in lost wages due to Mr. Mackinnon's time off to care for their injured dog.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicants bear 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.
11. It is undisputed that on June 9, 2019, the applicants' dog, Mya, and the respondents' dog, Jethro, were involved in a fight. On June 10, 2019, Mr. Mackinnon took Mya to the vet for blood work and a physical examination. On June 11, 2019, Mr. Mackinnon took Mya back to the vet for surgery. The June 11, 2019 invoice notes "hospitalization drop off / part day". Mr. Mackinnon and Mya returned to the vet on June 18, 2019 for stitch removal. As referenced above, the parties reached a voluntary agreement about payment of the vet bills.
12. The applicants say Mr. Mackinnon had to take those 3 days off work (that is, June 10, 11, and 18) to care for Mya and claim \$768 for lost wages. In support of their position, the applicants produced a letter from Mr. Mackinnon's employer, DZ, who confirms Mr. Mackinnon was away from work June 10, 11 and 18, 2019 and that he

normally works 8 hours per day earning \$32 per hour. So, his daily earnings are \$256.

13. The applicants do not explain why Mr. Mackinnon needed to miss an entire day of work for Mya to have blood work and a physical exam. I say the same about the next day of missed work, when the invoice notes Mya was “dropped off” for a “part day”, and for the third day which was only for stitch removal. I find the applicants have not proven Mr. Mackinnon needed to be off work for 3 full days. On a judgment basis, I find Mr. Mackinnon is entitled to one day of lost wages, or \$256.
14. Mr. Mackinnon is entitled to pre-judgment interest on the \$256, under the *Court Order Interest Act* (COIA). Calculated from June 30, 2019, the date of the paycheck with the missed hours, this amounts to \$2.09.
15. 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 applicants were partially successful in their claims in this decision, I find that they are entitled to reimbursement of half of their \$125 tribunal fees for intake and decision fees (\$62.50). No dispute-related expenses were claimed.
16. The applicants chose to pursue a partial resolution about the vet bills through a CRO, rather than leaving all claims for final decision. Therefore, I decline to order reimbursement of the \$25 fee for the voluntary CRO process. The \$25 CRO fee could have been dealt with as part of the CRO, and so it would be unreasonable to add that fee here.

ORDERS

17. Within 30 days of the date of this decision, I order the respondents to pay the applicant Mr. Mackinnon a total of \$258.09, broken down as follows:
 - a. \$256 for lost wages, and

- b. \$2.09 in pre-judgment interest under the COIA.
18. Within 30 days of the date of this decision, I order the respondents to pay the applicants a total of \$62.50 in tribunal fees.
19. The applicants are also entitled to post-judgment interest, as applicable.
20. 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.
21. 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.

Andrea Ritchie, Vice Chair