



# Civil Resolution Tribunal

Date Issued: December 19, 2019

File: SC-2019-006560

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Jackson v. Huffels-Hunninen*, 2019 BCCRT 1430

B E T W E E N :

JARROD HERBERT JACKSON

**APPLICANT**

A N D :

JENNIFER LEE HUFFELS-HUNNINEN also known as JENNIFER  
ROSS

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Lynn Scrivener

## INTRODUCTION

1. This is a dispute about a bounced cheque. The applicant, Jarrod Herbert Jackson, says he cashed a \$500 cheque for the respondent, Jennifer Lee Huffels-Hunninen (also known as Jennifer Ross), and later learned that the cheque had bounced. The

applicant asks for an order that the respondent pay him \$3,000 in damages for the amount of the cheque, bank fees, interest, and restitution for the damage to his credit and reputation. The respondent denies that she is responsible for the applicant's claimed damages.

2. The 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* (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.
4. 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, she 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 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 the decision in *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, in which the court recognized the tribunal's process and that oral hearings are not necessarily required where credibility is in issue.
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, 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**

7. The issue is whether the respondent is responsible for the damages claimed by the applicant.

## **EVIDENCE AND ANALYSIS**

8. The applicant and respondent are former co-workers. The applicant says that the respondent asked him to cash a \$500 cheque for her, which he did on December 27, 2017. Several days later, his bank notified him that the cheque had bounced as the issuing account was closed.
9. The applicant says he tried to arrange a repayment plan with the respondent, but they were unable to come to an agreement before she cut off contact with him in July of 2019. The applicant spoke to the respondent's former spouse, Mr. H, who was listed as the account holder on the bounced cheque. Mr. H told the applicant that he did not sign the cheque. Mr. H provided a signed statement that he did not issue the cheque which he alleges was stolen and forged by the respondent.
10. The applicant says the bounced cheque has compromised his relationship with his bank, and he is concerned that it might affect his ability to get financing in the future. The applicant's position is that \$3,000 is appropriate compensation for

reimbursement of the \$500 amount of the cheque, interest on his account, bank fees and restitution for the damage to his credit and reputation.

11. On her Dispute Response form, the respondent stated that she was not aware of any cheque and disagreed that she was responsible for the damages claimed by the applicant. The respondent stated that this matter is between the applicant and Mr. H, and that she believed the applicant started this claim because she had severed ties with him due to “his inappropriate behaviour”. The respondent did not provide further submissions or any evidence, despite being given the opportunity to do so.
12. The evidence before me contains images of the front and back of a December 25, 2017 cheque for \$500 from Mr. H, made out to the respondent. The signature on the front of the cheque is very similar to the signature in the endorsement area on the back of the cheque. These signatures are not consistent with the signature on Mr. H’s statement.
13. A December 27, 2017 bank receipt shows that the cheque was deposited to the applicant’s chequing account, and then the \$500 was withdrawn in cash. A December 29, 2017 Returned Item Advice stated that the cheque was returned as unpaid as the issuing account was closed, and advised the applicant that the amount had been debited from his account. I accept the cheque that the applicant deposited was not honoured by the issuing bank.
14. The respondent denies that she was involved with the transaction, but she did not provide any response to the applicant’s evidence. Mr. H’s uncontroverted evidence is that he did not issue the cheque and the account was already closed. It is not clear why the cheque would bear the respondent’s name if the matter was between the applicant and Mr. H as the respondent asserts. Further, as noted, the signatures on the cheque are not consistent with Mr. H’s signature.
15. Based on the evidence before me, I find the applicant’s version of events to be more persuasive. While I find that the cheque was in the respondent’s possession, I

do not find it necessary to determine how this came to be. In any event, I find that it is more likely than not that the applicant agreed to cash the cheque and gave that cash to the respondent. There is no indication that the parties had an agreement that the applicant would bear any costs associated with the transaction. Therefore, I find that the respondent is responsible for the dishonoured cheque.

16. In a civil dispute like this one, an applicant bears the burden of proof on a balance of probabilities. Therefore, the applicant must prove each aspect of his claim for \$3,000 in damages. I am satisfied that the \$500 amount of the cheque is established.
17. The applicant says he incurred bank fees as a result of the dishonoured cheque. The Returned Item Advice document stated that "If applicable, a fee will be charged to your account", but this document did not identify a specific amount. The applicant did not provide any evidence of fees his bank charged as a result of the bounced cheque. I find that the applicant has not proven that he is entitled to any reimbursement for bank fees.
18. The applicant also claims an unspecified amount for damage to his credit rating and reputation. There is no indication that the applicant's bank has treated him differently since the incident with the dishonoured cheque or that there has been a change to his credit rating. As he did not provide any evidence to support the presence or amount of loss, I find that the applicant has not proven that he sustained any damages in this regard.
19. The applicant also seeks compensation for future difficulties with financing. The tribunal generally does not make prospective orders, or orders about things that are in the future and have not happened yet. While I acknowledge the applicant's concern, I will not make an order for damages for future events that may or may not occur as that claim is too speculative.
20. The applicant also claims contractual interest of 6.95%. There is no indication that the parties had an agreement about interest, and the applicant has not provided

documentation to establish that he incurred interest at this rate as a result of the bounced cheque. Although I find that the applicant has not proven his claim for contractual interest, I find that he is entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from December 27, 2017, this equals \$16.12.

21. 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 is entitled to reimbursement of \$150.00 in tribunal fees. The applicant did not claim any dispute-related expenses.

## **ORDERS**

22. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$666.12, broken down as follows:
- a. \$500 for the dishonoured cheque,
  - b. \$16.12 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$150.00 in tribunal fees.
23. The remainder of the applicant's claims are dismissed.
24. The applicant is entitled to post-judgment interest, as applicable.
25. 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.
26. 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.

---

Lynn Scrivener, Tribunal Member