



# Civil Resolution Tribunal

Date Issued: June 10, 2020

File: SC-2019-009894

Type: Small Claims

Civil Resolution CRT

Indexed as: *Ramsthaler v. Blackburn*, 2020 BCCRT 641

BETWEEN:

REBECCA RAMSTHALER and CASSIDY JONES

**APPLICANTS**

AND:

KYRA BLACKBURN

**RESPONDENT**

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## REASONS FOR DECISION

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CRT Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about a horse, a gelding named Charles. The applicants, Rebecca Ramsthaler and Cassidy Jones, paid \$1,100 to the respondent Kyra Blackburn towards Charles' purchase, plus \$400 which Ms. Blackburn says was for his board

pending the applicants' completion of the purchase. The horse sale fell through, and in this dispute the applicants claim reimbursement of the \$1,500 they paid.

2. In her Dispute Response filed at the outset of this proceeding, Ms. Blackburn said she would refund the \$1,100 for the horse, but not the \$400 as that was for Charles' board. Ms. Blackburn said the applicants declined her offer.
3. The parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution CRT Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT 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 CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In the circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me.
6. The CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

## **ISSUE**

8. The issue in this dispute is to what extent, if any, the respondent owes the applicants a \$1,500 refund related to the failed horse purchase and the horse's boarding.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, an applicant bears the burden of proof, on a balance of probabilities.
10. Neither party provided evidence or submissions, despite multiple attempts by CRT staff to contact the parties to invite them to do so. I note the CRT's communication efforts spanned almost 3 months, between February and May 2020.
11. It is undisputed the horse sale fell through and I find the alleged details about why are not relevant to this decision. In the Dispute Notice issued at the outset of this proceeding, the applicants claim that by September 26, 2019 they had paid \$1,500 for Charles' purchase. In her Dispute Response filed in response to the Dispute Notice, Ms. Blackburn said the applicants had only paid \$1,100 towards Charles' purchase and the \$400 difference was for boarding Charles.
12. In her Dispute Response, Ms. Blackburn also said that she attempted to return the \$1,100 that the applicants paid towards the horse, and "was denied". Ms. Blackburn said that the \$400 board fee was hers to keep. As noted, the applicants provided no evidence or submissions to support a conclusion they should be refunded the \$400, given Ms. Blackburn's position which the applicants did not refute. I find the applicants have not met the burden of proving they are owed the \$400 refund, and so I dismiss that portion of their claim.
13. Significantly, I have no evidence before me about the parties' agreement, apart from somewhat conflicting submissions in the Dispute Notice and Dispute Response about the applicants' intended use of Charles and whether that use was or would be a breach of the horse sale agreement. However, since it is undisputed that at least

\$1,100 was for Charles' purchase which did not complete, and since Ms. Blackburn admittedly offered to refund that amount, on balance I find Ms. Blackburn must refund the applicants \$1,100.

14. The *Court Order Interest Act* applies to the tribunal. I find the applicants are entitled to pre-judgment interest on the \$1,100 from September 26, 2019 to the date of this decision. This equals \$15.22.
15. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to the recovery of their CRT fees. The applicants were no more successful than the respondent's settlement offer made before the CRT dispute. So, I dismiss the applicants' claim for reimbursement of tribunal fees. No dispute-related expenses were claimed.

## **ORDERS**

16. Within 21 days of this decision, I order Ms. Blackburn to pay the applicants Rebecca Ramsthaler and Cassidy Jones a total of \$1,115.22, broken down as follows:
  - a. \$1,100 in debt, and
  - b. \$15.22 in pre-judgment interest under the *Court Order Interest Act*.
17. The applicants are entitled to post-judgment interest as applicable. The applicants' remaining claims are dismissed.
18. 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. The Minister of Public Safety and Solicitor General has issued a Ministerial Order under the *Emergency Program Act*, which says that tribunals may waive, extend or suspend a mandatory time period. The tribunal can only waive, suspend or extend mandatory time periods during the

declaration of a state of emergency. After the state of emergency ends, the tribunal will not have this ability. A party should contact the tribunal as soon as possible if they want to ask the tribunal to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

19. 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.

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Shelley Lopez, Vice Chair