



# Civil Resolution Tribunal

Date Issued: July 27, 2020

File: SC-2020-002463

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Isakson v. Morris*, 2020 BCCRT 830

BETWEEN:

AMY ISAKSON and DUSTIN GEENSEN

**APPLICANTS**

AND:

PHILLIP MORRIS

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Trisha Apland

## INTRODUCTION

1. This is a dispute over a dog bite.
2. The applicants, Amy Isakson and Dustin Geensen, claim that the respondent Phillip Morris's 3 dogs attacked Mr. Geensen's dog on a public road in March 2020. They

seek reimbursement of \$220 for veterinary expenses and \$100 in gas expenses to drive their dog to the veterinarian.

3. Mr. Morris denies both the alleged attack and that he is liable for the claimed damages.
4. The applicants are represented by Ms. Isakson. Mr. Morris is self-represented.

## **JURISDICTION AND PROCEDURE**

5. 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 Tribunal 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.
6. The CRT 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.
7. 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.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

## **ISSUE**

9. The issue in this dispute is whether Mr. Morris is responsible for Mr. Geensen's dog's injuries, and if so, what is the appropriate remedy?

## **EVIDENCE AND ANALYSIS**

10. In this civil claim, the applicants bear the burden of proof on a balance of probabilities. For the reasons that follow, I find the applicants have not met that burden here.
11. In the application for dispute resolution, Ms. Isakson as the sole applicant, stated that her adult son, Mr. Geensen, was walking his dog on a public road, when 3 dogs attacked his dog. She claimed these were Mr. Morris's dogs. Ms. Isakson stated that Mr. Geensen had to kick the dogs off his dog. She claimed that Mr. Geensen's dog sustained injuries that required antibiotics and pain killers. She did not state the date of the incident but stated that she became aware of the claim on March 13, 2020.
12. During the CRT's facilitation stage, the parties agreed to amend the Dispute Notice to add Mr. Geensen as an applicant. However, Mr. Geensen did not then submit his own statement about the alleged incident. Neither Ms. Isakson nor Mr. Morris witnessed the alleged incident between the dogs. So, there is no direct witness account in the evidence before me about what happened between the parties' dogs. There are also no photographs in evidence showing Mr. Geensen's dog sustained the claimed injuries.
13. The only direct witness evidence before me is Mr. Morris's account of certain events on March 11, 2020. Mr. Morris says he was working on his 13-acre property with his dogs. He says he was carrying an arm load of hay to feed the horses when he heard the sound of a skidoo, which attracted his dogs and they ran off towards the noise. Mr. Morris says that by the time he set down the arm load of feed, the dogs were back. Mr. Morris provided a copy of his journal entry that states "2 dogs ran

after Dustin as he ran his dog with a skiddo, so I tied them up, fed them late and small”.

14. There is no evidence that Mr. Geensen informed Mr. Morris of the alleged attack at the time it allegedly occurred and there is no explanation before me on why not. I find Mr. Morris’s journal entries in evidence are fairly detailed and they also make no mention that his dogs attacked Mr. Geensen’s dog on March 11, 2020.
15. In the circumstances, I prefer Mr. Morris’s direct versions of events over Ms. Isakson’s unsupported hearsay account. Again, Mr. Geensen did not provide his own statement that his dog was attacked and injured by Mr. Morris’s dogs, despite being the only witness and being added as a party. There is no explanation before me on why Mr. Geensen failed to provide a statement.
16. There is also insufficient evidence that Mr. Geensen’s dog was injured by another dog. I acknowledge that Ms. Isakson submitted a March 11, 2020 veterinarian receipt for medication, laser treatment, and wound management. Ms. Isakson states that her son told her that the veterinarian said the injuries were consistent with dog bites. I find this double hearsay evidence is unpersuasive because it is not corroborated by other evidence that this was the cause. There are many reasons that a dog might need medical care. The receipt does not say the treatment was for a dog bite. There is no veterinarian statement in evidence confirming the injuries or what caused them. Even though the receipt is dated the same day Mr. Morris’s dogs “ran after” Mr. Geensen, I find it falls short of proving Mr. Morris’s dogs caused injury.
17. Without any direct evidence of the actual incident or injuries, I find the applicants have not proven on a balance of probabilities that Mr. Morris’s dogs injured Mr. Geensen’s dog. I dismiss the applicants’ claims.
18. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general

rule. As the applicants are unsuccessful, I dismiss their claim for reimbursement of CRT fees. Mr. Morris did not pay CRT fees. None of the parties claimed dispute-related expenses.

## **ORDER**

19. I dismiss the applicants' claims and this dispute.

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Trisha Apland, Tribunal Member