



Civil Resolution Tribunal

Date Issued: January 15, 2021

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *A.M.S. Action Mechanical Systems Ltd. v. Parsons*, 2021 BCCRT 41

B E T W E E N :

A.M.S. ACTION MECHANICAL SYSTEMS LTD.

APPLICANT

A N D :

CODY PARSONS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about the sale of a pickup truck. The applicant, A.M.S. Action Mechanical Systems Ltd. (AMS), says it sold the truck for \$9,000 to the respondent,

Cody Parsons. AMS says Mr. Parsons only partially paid for the truck. It claims \$3,000 as the amount still owing.

2. Mr. Parsons disagrees. He says AMS agreed to sell him the truck for \$6,000. Mr. Parsons says he paid this amount in full in 2 installments of \$4,500 and \$1,500.
3. Rick Mah owns and represents AMS. Mr. Parsons represents himself.
4. As discussed below, I find the parties' text messages support AMS' version of events. I find that AMS sold the pickup truck for \$9,000 to Mr. Parsons and that he still owes \$3,000. My reasons follow.

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). Section 2 of the CRTA states that 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 the dispute's parties that will likely continue after the CRT process has ended.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Mr. Parsons provided no evidence, but some of his submissions in this dispute amount to a "he said, he 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 properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT'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 CRT's process and found that oral hearings are not necessarily required where credibility is an issue.

7. Section 42 of the CRTA says 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. Parsons still owes AMS for the sale of the pickup truck, and if so what remedy is appropriate.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant AMS bears the burden of proof, on a balance of probabilities. Though I have reviewed all the evidence and submissions, I only refer to what is necessary to explain my decision. Mr. Parsons confirmed with CRT staff that he did not wish to provide evidence and would only rely on his submissions.
11. The parties' obligations are governed by the law of contracts. The basic principles of the formation and interpretation of contracts are laid out in *Shaw Production Way Holdings Inc. v. Sunvault Energy, Inc.*, 2018 BCSC 926 at paragraphs 138 to 152. That case says that the individual understandings or beliefs of the parties about the terms of a contract are irrelevant. Instead, what matters is whether a reasonable person in any of the parties' situation would have believed and understood that the other party was consenting to identical terms.

12. I turn to the background facts. On November 25, 2018, AMS sold its pickup truck to Mr. Parsons. The parties agree they did not use a written agreement.
13. The transaction is partially documented in a November 25, 2018 ICBC transfer/tax form. The form identifies AMS as the seller and Mr. Parsons as the buyer. The form shows a sale price of \$4,500 for the pickup truck and \$540 for PST.
14. As noted above, AMS says the truck sold for \$9,000 whereas Mr. Parsons says it sold for \$6,000. Neither figure is consistent with the ICBC transfer/tax form. I find that the best evidence of the truck's sale price consists of the text messages between Mr. Mah and Mr. Parsons. They did not text each other the truck's price but I find that it can be calculated from the messages and the parties' agreed statement of facts.
15. In their statement of facts, the parties agreed that Mr. Parsons paid AMS \$4,500 on November 25, 2018. Mr. Mah provided bank records showing AMS only received \$4,050, but I accept Mr. Parsons paid \$4,500 as both parties agree on this.
16. The parties' text messages of November 2018 show that Mr. Parsons assured Mr. Mah that he "should have your other 4,500" soon. In the many following text messages to Mr. Mah, Mr. Parsons never indicated he misstated the amount owing. I conclude from this that Mr. Parsons purchased the truck from AMS for \$9,000 and paid \$4,500 in November 2018, leaving \$4,500 still owing.
17. AMS also provided an online ad showing that it tried selling the pickup truck for \$9,900 before selling it to Mr. Parsons. While I find the text messages and agreed-upon facts are sufficient to resolve this dispute, I find the ad supports AMS' submission that AMS wished to sell the truck for approximately \$9,000.
18. Another e-transfer receipt shows Mr. Parsons paid a further \$1,500 on December 7, 2018, for a total of \$6,000 in payments to AMS. I find from this that Mr. Parsons still owed AMS \$3,000 after the December 2018 payment.
19. Over the next few months Mr. Parsons texted Mr. Mah various reasons as to why he could not immediately pay the amount still owing. He did not dispute that he still owed

money. In January 2019, Mr. Parsons said that he had not yet sold his other truck to raise funds. In May 2019, Mr. Parsons said he would have money for Mr. Mah after he received his tax refund. In September 2019, Mr. Parsons said he could not pay because of personal reasons. In February 2020, Mr. Parsons said he was trying to sell both his trucks to raise money.

20. The March and April 2020 text messages show that Mr. Mah visited Mr. Parsons in March or April 2020 to collect money owing. The messages also show Mr. Parsons did not pay anything at the time. After the visit, Mr. Mah said that Mr. Parsons still owed \$3,000. Mr. Parsons did not dispute this in the text messages. Mr. Mah suggested payment options to Mr. Parsons in the April 2020 text messages. Mr. Parsons replied the next month that he was in surgery and some of his money had been stolen.
21. There is no evidence or submission that Mr. Parsons paid anything after the December 2018 payment. Mr. Parsons does not explain why the text messages contradict his submissions. I therefore do not find his submissions persuasive.
22. In summary, I find AMS sold its truck to Mr. Parsons for \$9,000. I find Mr. Parsons paid \$6,000, which left \$3,000 still owing. I find AMS is entitled to payment of the claimed \$3,000 from Mr. Parsons.
23. The *Court Order Interest Act* applies to the CRT. AMS is entitled to pre-judgment interest on the \$3,000 debt from November 25, 2018, the date of the sale, to the date of this decision. This equals \$102.46.
24. 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 AMS has proven its claim, I find it is entitled to reimbursement of \$125 in CRT fees. AMS did not claim any dispute-related expenses so I do not order any for either party.

ORDERS

25. Within 14 days of the date of this order, I order Mr. Parsons to pay AMS a total of \$3,227.46, broken down as follows:
- a. \$3,000 in debt for the sale of the pickup truck,
 - b. \$102.46 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125.00 in CRT fees.
26. AMS is entitled to post-judgment interest, as applicable.
27. Under section 48 of the CRTA, the CRT 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 CRT's final decision. The Province of British Columbia has enacted a provision under the *COVID-19 Related Measures Act* which says that statutory decision makers, like the CRT, may waive, extend or suspend mandatory time periods. This provision is expected to be in effect until 90 days after the state of emergency declared on March 18, 2020 ends, but the Province may shorten or extend the 90-day timeline at any time. A party should contact the CRT as soon as possible if they want to ask the CRT to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

28. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. A CRT 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 CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

David Jiang, Tribunal Member