



Civil Resolution Tribunal

Date Issued: April 27, 2021

File: SC-2020-007666

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *R.R. v. D.K.*, 2021 BCCRT 441

BETWEEN:

R.R.

APPLICANT

AND:

D.K.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about expenses associated with the care of a teenager, S. The respondent DK is S's mother. It is undisputed that S essentially lived with the

applicant RR between July and October 2020. RR says DK abandoned S and wants DK to pay \$100 a week for S's living expenses while in RR's home, for a total of \$1,200. S is not a party to this dispute.

2. DK denies she abandoned S and says she wants S home. DK says she is not financially responsible for RR's expenses caring for S, because S is essentially a runaway. DK says she never agreed to pay RR anything and says she owes her nothing.
3. The parties are each self-represented.
4. In the published version of this decision I have anonymized the parties' names to protect the identity of the minor S.

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. 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. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute through written submissions.
7. Under section 42 of the CRTA, 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, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

ISSUE

9. The issue in this dispute is whether DK is responsible to reimburse RR for claimed expenses relating to S's residence in RR's home.

EVIDENCE AND ANALYSIS

10. In a civil claim like this one, as the applicant RR bears the burden of proving her claim, on a balance of probabilities. While I have reviewed the parties' submitted evidence and arguments, I have only referenced below what I find is necessary to give context to my decision.
11. The relevant background facts are unfortunate and essentially undisputed. Based on the parties' respective submissions, it appears they both care about S. Both parties appear to have financial constraints.
12. The undisputed evidence is that S chose to mostly live away from her mother DK, from July 2020 to at least around October 2020. Instead, S largely chose to stay with RR, whose son S was dating. The undisputed evidence shows RR generally welcomed S and it was only until the end of the fall of 2020 that RR started asking DK for money.
13. There is no evidence before me that DK ever agreed to pay RR anything for S's care, and the text messages in evidence show DK told RR and S directly that she wanted S home and for S to be sure she was able to "live on her own". I find there is no evidence before me that DK ever abandoned S. Rather, I find that S, a teenager, chose to stay elsewhere with RR's agreement and DK's reluctant acceptance of the situation. The fact that DK is S's legal parent does not in itself make her liable to reimburse RR for living expenses that RR agreed to assume.

14. Next, in submissions RR says DK has failed to provide S with promised money. Yet, as noted above, S is not a party to this dispute. As RR is undisputedly not S's legal guardian, I find RR has no standing to bring a claim on S's behalf for the allegedly promised money.
15. RR essentially argues DK owes her the money based on parental liability. However, the *Parental Liability Act* addresses a legal guardian's liability for their child's intentional property damage, which is not at issue here. Here, I note that the CRT has no jurisdiction over guardianship or custody, and those matters are for the court. Similarly, the CRT has no jurisdiction to award child support under the *Family Law Act*. As noted, this CRT dispute is about whether DK owes RR money because S stayed at RR's house. Given my conclusion the parties had no agreement for DK to pay RR, I find RR's claims must be dismissed. If RR no longer wishes or is no longer able to provide S accommodation, nothing in this decision requires RR to continue doing so.
16. Even if I had found DK is responsible for the claimed expenses while S was in RR's home, RR submitted no evidence in support of her claimed \$100 per week. I would have dismissed the claim for failure to prove damages in any event.
17. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to the recovery of their CRT fees and reasonable dispute-related expenses. RR did not pay CRT fees and as she was unsuccessful, I dismiss her claim for reimbursement of dispute-related expenses. DK did not pay fees or claim expenses.

ORDER

18. I dismiss RR's claims and this dispute.

Shelley Lopez, Vice Chair