



# Civil Resolution Tribunal

Date Issued: June 18, 2021

File: SC-2021-001591

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Brousseau v. Grouchy*, 2021 BCCRT 671

B E T W E E N :

JASON BROUSSEAU

**APPLICANT**

A N D :

SHAWNA GROUCHY

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Eric Regehr

### INTRODUCTION

1. The applicant, Jason Brousseau, and the respondent, Shawna Grouchy, were involved in a previous Civil Resolution Tribunal (CRT) dispute. In that dispute, the applicant claimed that the respondent owed him money for, among other things, a washer and dryer. The respondent counterclaimed that the applicant had taken their pet cat.

2. The parties settled their claims in the previous dispute during the CRT's facilitation process and withdrew their CRT claims. In this dispute, the applicant claims that the respondent breached the parties' written settlement agreement. He asks for an order for \$620, the amount he says is owing.
3. The respondent does not deny that they owe the applicant the claimed \$620. They say that they stopped making the scheduled payments because they could no longer afford to pay. They also say that they offered to give the washer and dryer back, which the applicant refused.
4. The parties are each 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). 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. 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 in the interests of justice.
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. I note that the respondent's Dispute Response mentions that they are involved in family law proceedings. It is not clear that the respondent is in family law proceedings with the applicant or someone else. Assuming it is with the respondent, the BC Supreme Court has exclusive jurisdiction over the division of family property and debt. There is no indication that these family law proceedings involve the division of family property or debt. I decided not to ask the respondent about their family law matter because even if the parties are involved in a BC Supreme Court proceeding that includes claims about family property and debt, I find that the CRT would still have jurisdiction to decide this dispute. This is because a settlement agreement is a contract, even if it is about a family law matter. So, the applicant's claim is for breach of contract, which is a civil matter that the CRT has jurisdiction over under its small claims jurisdiction over debts and damages. Given the amount at stake and the CRT's mandate, I find that it is appropriate for me to resolve this dispute.
9. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to pay money or to do or stop doing something. The tribunal's order may include any terms or conditions the CRT considers appropriate.

## **ISSUE**

10. The issue in this dispute is whether the respondent owes the applicant the claimed \$620.

## **EVIDENCE AND ANALYSIS**

11. In a civil claim such as this, the applicant must prove his case on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
12. As mentioned above, the parties settled a previous CRT dispute. The applicant says that in a written settlement agreement, the respondent agreed to pay him \$800 in \$30 biweekly instalments until the debt was paid. Neither party provided a copy of

this agreement, but the respondent admits to the settlement's details. So, I accept that the applicant's description of their agreement's terms is accurate.

13. The parties also agree that the respondent made 6 \$30 payments between October 19 and November 20, 2020, for a total of \$180. The parties agree that the respondent has not made any payments since then.
14. The respondent says that they stopped paying because they could no longer afford the payments. While I that may be true, inability to pay a debt is not a defence. Also, as mentioned above, the respondent says that they offered to give the applicant the washer and dryer back. However, there is no evidence that the parties' agreement included a term that the respondent could return the washer and dryer instead of paying. So, I find that the applicant is entitled to an order for \$620, the amount owing.
15. The applicant also claims \$100 for a "court refiling fee". I find that this claim is for the \$100 the applicant paid in CRT fees in this dispute. 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 find the applicant is entitled to reimbursement of \$100 in CRT fees as claimed. The applicant did not claim any dispute-related expenses.
16. The *Court Order Interest Act* (COIA) applies to the CRT. The applicant is entitled to pre-judgment interest on the \$620 from November 20, 2020, the date of the last payment, to the date of this decision. This equals \$1.61.

## **ORDERS**

17. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$721.31, broken down as follows:
  - a. \$620 in debt,
  - b. \$1.31 in pre-judgment interest under the COIA, and

c. \$100 for CRT fees.

18. The applicant is entitled to post-judgment interest, as applicable.
19. 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.
20. 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.

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Eric Regehr, Tribunal Member