



Civil Resolution Tribunal

Date Issued: June 18, 2021

File: SC-2020-009742

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Prince George Humane Society v. Legarde*, 2021 BCCRT 670

B E T W E E N :

PRINCE GEORGE HUMANE SOCIETY

APPLICANT

A N D :

BRITTANY LEGARDE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr

INTRODUCTION

1. The respondent, Brittany Legarde, is a former volunteer of the applicant society, Prince George Humane Society (PGHS). PGHS says that the respondent has several items that belong to PGHS and refuses to return them. PGHS asks for an order that the respondent return a projector, which it values at \$783.99, a stethoscope, which it values at \$149.99, and keys, a kennel, and grooming

equipment, which it collectively values at \$675. PGHS also says that the respondent owes it \$166.88 for an outstanding veterinary bill.

2. The respondent does not specifically deny any of the allegations but says that PGHS has failed to provide enough evidence about the allegedly missing items. She did not respond to the allegation about the veterinary bill.
3. PGHS is represented by an employee. The respondent is 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 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.
5. 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.
6. 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.
7. 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.

8. I note that PGHS said in submissions that if the CRT had “any further questions” it could email PGHS’s representative. During the facilitation and dispute preparation process, CRT staff told the parties the importance of providing all relevant evidence at once. The CRT’s mandate is to provide speedy and efficient dispute resolution in a way that is proportional to the value of the claims. Given this, I decided not to ask PGHS to provide more evidence.

ISSUES

9. The issues in this dispute are:
 - a. Does the respondent have any of PGHS’s property?
 - b. Does the respondent owe PGHS for veterinary services?
 - c. What remedy, if any, is appropriate?

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, PGHS as the applicant must prove its 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.
11. I note from the outset that neither party provided much background information. The respondent was a volunteer in some capacity with PGHS. It appears that relationship ended around July 2020.
12. I will first address PGHS’s claims about the allegedly missing items. With respect to the keys, kennel and grooming equipment, PGHS provided no evidence about these items at all. In the absence of any evidence, I find that this claim is unproven and I dismiss it.
13. With respect to the stethoscope, PGHS says that there is a photo on the respondent’s Facebook page showing them wearing a stethoscope that “closely

resembles” the one that PGHS says is missing. PGHS did not provide a copy of that photo. Even if it did, a photo of the respondent wearing a stethoscope that looks similar to the missing stethoscope is not, by itself, enough to prove that they took it from PGHS. Also, PGHS says that this stethoscope belongs to its executive director, AM. For these reasons, I dismiss the claim about the stethoscope.

14. With respect to the projector, PGHS provided a series of text message conversations. PGHS appears to have attempted to copy and paste the text message conversation directly from a phone to a Word document. The resulting document has words with missing letters and messages that are cut off. It is also somewhat unclear where 1 text message threads and another begins. So, this evidence is difficult to follow and much of it is impossible to understand.
15. PGHS says that the text messages are between the respondent and AM. I find that at least some of the text messages are between other people because they refer to the respondent in the third person. That said, I find from context that the first text message thread is between the respondent and AM. In it, the respondent asked AM to return some of their belongings. AM agreed and asked if the respondent could “bring the projector”. The respondent replied “yup”. I note that the respondent had the opportunity to review this evidence and did not comment on the texts.
16. Despite the shortcomings of PGHS’s evidence, I find that there is enough to show that the respondent had PGHS’s projector, or at least she did in July 2020. There is no evidence about whether the respondent still has the projector or disposed of it.
17. When a person wrongfully interferes with the property of another person in a way that is inconsistent with the owner’s rights, the legal principle that applies is called conversion. See *Li v. Li*, 2017 BCSC 1312 at paragraph 213. I find that by keeping PGHS’s projector and refusing or neglecting to return it, the respondent wrongfully interfered with it in a way that was inconsistent with PGHS’s rights. So, I find that PGHS has proven conversion.

18. The usual remedy for conversion is either a return of the property, or a monetary order of the property's market value. In the Dispute Notice, PGHS's requested remedy just says "\$783.99 – Epson Projector". As I interpret the Dispute Notice, PGHS wants either the return of the projector or its value as monetary damages. In its submissions, PGHS says that it wants the projector returned. The CRT can order the return of personal property under section 118(1)(b) of the CRTA. However, I find that there is a lack of evidence about whether the respondent still has the projector. So, despite PGHS's stated preference for the projector's return, I find that the appropriate remedy is monetary damages to compensate PGHS for the projector's market value.
19. There is little evidence before me to determine the projector's market value. There is no receipt from when it was new and no evidence about how much it would cost to replace with a comparable used projector. The only evidence about it is the brand, Epson, and the amount PGHS claims as its value, \$783.99. Given how specific that claim is, I find that this is likely the value of the projector when new or a new projector. However, the projector was not new so I find that it would overcompensate PGHS to give it the projector's full replacement value. There is no evidence, though, about how old the projector was. On a judgment basis, I find that \$500 is appropriate compensation for the projector. I order the respondent to pay this amount.
20. Nothing in this dispute prevents the parties from agreeing that the respondent can return the projector in good working condition in satisfaction of this damages award.
21. Finally, PGHS claims \$166.88 for veterinary services. PGHS provided a copy of an invoice dated April 14, 2020, for \$416.88 to euthanize the respondent's dog. The invoice says that the respondent paid \$250 towards the invoice, leaving the claimed \$166.88 owing. The respondent said nothing about this claim in either the Dispute Response or submissions. In the absence of any contradictory evidence, I find that the respondent likely still owes PGHS \$166.88 for veterinary services. I order the respondent to pay this amount.

22. The *Court Order Interest Act* (COIA) applies to the CRT. PGHS is entitled to pre-judgment interest on the veterinary invoice from April 14, 2020, to the date of this decision. As for the projector, it is unclear when the respondent took it. The first text message about the respondent having it is dated July 28, 2020. So, I find that this is a reasonable date for her to begin paying pre-judgment interest. The total interest for the 2 awards is \$3.41.
23. 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. PGHS was partially successful so I find it is entitled to reimbursement of half of its \$125 in CRT fees, which is \$67.50. PGHS did not claim any dispute-related expenses. The respondent did not claim any dispute-related expenses or pay any CRT fees.

ORDERS

24. Within 30 days of the date of this order, I order the respondent to pay PGHS a total of \$737.79, broken down as follows:
 - a. \$500 in damages for the projector,
 - b. \$166.88 in debt,
 - c. \$3.41 in pre-judgment interest under the COIA, and
 - d. \$67.50 for CRT fees.
25. I dismiss PGHS's remaining claims.
26. PGHS 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.

Eric Regehr, Tribunal Member