



Civil Resolution Tribunal

Date Issued: January 5, 2022

File: SC-2021-003424

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Webb v. Vrba*, 2022 BCCRT 6

BETWEEN:

JON WEBB

APPLICANT

AND:

SANDRA VRBA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Chad McCarthy

INTRODUCTION

1. This dispute is about a ring. The applicant, Jon Webb, gave a ring to the respondent, Sandra Vrba, in 2018. Ms. Vrba transferred possession of the ring back to Mr. Webb in 2019. In 2020, Ms. Vrba agreed to store some items for Mr. Webb for safekeeping, including the ring. Mr. Webb says Ms. Vrba returned the items except for the ring,

which she kept for herself. Mr. Webb requests an order that Ms. Vrba return the ring to him, which he values at \$4,800.

2. Ms. Vrba says that the ring is hers, even though she transferred possession of it to Mr. Webb in 2019. She also says that in a 2020 conversation the parties had while she held the items for safekeeping, Mr. Webb agreed she could keep the ring. Ms. Vrba says she does not have to return the ring, and she owes Mr. Webb nothing.
3. The parties are each self-represented in this dispute.

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. Although the parties' submissions each call into question the credibility of the other party to some extent, I find I can properly assess and weigh the written evidence and submissions before me, and that an oral hearing is not necessary in the interests of justice. In the decision *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always needed where credibility is in issue. Keeping in mind that the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
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 do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.
8. Mr. Webb submitted late evidence, after the evidence deadline had passed. Ms. Vrba had an opportunity to comment on the late evidence, which consists of text messages between the parties that I find are relevant to this dispute. Ms. Vrba does not object to the late evidence, and I find that allowing it would not be unfair to Ms. Vrba. So, I allow the late evidence.

ISSUE

9. The issue in this dispute is who owns the ring, and must Ms. Vrba return it to Mr. Webb?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Webb as the applicant must prove his claim on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submissions but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. This dispute is about alleged gifts. Except in specific situations that are inapplicable here, the law presumes that transfers made without payment or other compensation are resulting trusts, and are not gifts. In the case of such a resulting trust, the owner does not give up true ownership by transferring the item to another person. The burden of proving a gift is on the person who alleges the item is a gift, on a balance of probabilities (see *Pecore v. Pecore*, 2007 SCC 17 at paragraphs 20 to 25, and 43). To make a gift, the person transferring the item must intend for it to be a gift and deliver it to the receiver, who must accept it.

12. The undisputed background to this dispute is that the parties were in a romantic relationship in 2018, and Mr. Webb gave Ms. Vrba a ring. The parties do not dispute that Mr. Webb gifted the ring to Ms. Vrba. I find that he intended the ring to be a gift and delivered it to Ms. Vrba, who accepted it.
13. However, the parties disagree about the circumstances surrounding that gift. Ms. Vrba says the parties agreed that if they broke up, she would get to keep the ring. Mr. Webb says they agreed that if Ms. Vrba broke up with him, she would return the ring to him. I find the evidence before me does not show the parties agreed that Ms. Vrba would give up ownership of the ring, or retain ownership of it, if their relationship ended. On balance, I find there was no agreement between parties about what would happen to the ring if they broke up. So, I find Ms. Vrba owned the ring unconditionally.
14. The parties broke up in October 2019. Ms. Vrba says she returned the ring to Mr. Webb at that time because he demanded it, and she was worried about what would happen if she refused. Mr. Webb says Ms. Vrba returned the ring voluntarily. Given my finding that there was no agreement about the ring's return, I find Mr. Webb alleges, essentially, that Ms. Vrba gifted the ring to him in October 2019. Under the law of gifts described above, I find Mr. Webb bears the burden of proving that Ms. Vrba gifted the ring to him when she transferred it to him in October 2019.
15. Ms. Vrba undisputedly delivered the ring to Mr. Webb and he accepted it in October 2019. However, for this to be a gift, Ms. Vrba must have intended it to be a gift at that time. Ms. Vrba says she felt pressured into returning the ring, and does not say that she intended to transfer ownership of the ring to Mr. Webb. I find that nothing in the submitted evidence or Ms. Vrba's submissions shows that she intended to gift the ring to Mr. Webb in October 2019, only that she delivered the ring into Mr. Webb's possession. Further, although Mr. Webb says that he asked for the ring back and Ms. Vrba delivered it to him, I find Mr. Webb does not directly say, or provide sufficient evidence showing that, this transfer was intended as a gift. Mr. Webb suggests that Ms. Vrba returned the ring because of their breakup, but as noted I find there was no agreement to transfer ownership of the ring to Mr. Webb when the parties' relationship

ended. I find Mr. Webb has not met his burden of proving that Ms. Vrba gifted the ring to him in October 2019. So, I find that Ms. Vrba remained the ring's owner after that time.

16. In late September 2020, Mr. Webb moved into Ms. Vrba's condominium. Around that time, Mr. Webb undisputedly transferred some items to Ms. Vrba for safekeeping. Mr. Webb does not deny that the transferred items included the disputed ring, another similar ring, and an amount of cash. Ms. Vrba put the valuables in her safe deposit box around November 2020. In February 2021, Mr. Webb asked Ms. Vrba to return the items. Ms. Vrba undisputedly returned all of them except the ring, which she kept.
17. The parties disagree about who owned the ring as of late 2020. The parties agree that around November 2020 they discussed their previous interactions, as part of Mr. Webb's process of making amends to Ms. Vrba. She says that during the amends and as part of them, the parties agreed that Ms. Vrba would keep the ring. Mr. Webb says the parties did not discuss the ring while he made his amends to her. He says that Ms. Vrba asked to keep the ring in February 2021, and when he refused, she said she was keeping it anyway.
18. However, nothing turns on this, because I find that Ms. Vrba did not gift the ring to Mr. Webb in October 2019 or later, and she remained the ring's owner. I find there were no agreements between the parties or other reasons why Mr. Webb would be entitled to repossess the ring from Ms. Vrba. So, I find that as the owner, Ms. Vrba is entitled to exclusive possession of the ring. I dismiss Mr. Webb's claim for an order that the ring be returned to him.

CRT FEES AND EXPENSES

19. Under section 49 of the CRTA, and the 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. I find Mr. Webb was unsuccessful in his claim, and Ms. Vrba paid no CRT fees and claimed no CRT dispute-related expenses. So, I order no reimbursements.

ORDER

20. I dismiss Mr. Webb's claim, and this dispute.

Chad McCarthy, Tribunal Member