



Civil Resolution Tribunal

Date Issued: April 1, 2022

File: SC-2021-007656

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Andrews v. Crowe*, 2022 BCCRT 369

BETWEEN:

JOSHUA ANDREWS

APPLICANT

AND:

SHATARA CROWE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about division of a shared car and its insurance premium following a relationship breakdown.
2. The applicant, Joshua Andrews, and the respondent, Shatara Crowe, agree they jointly purchased a car in October 2020. The parties are former romantic partners.

3. Mr. Andrews says after the parties separated in May 2021, Ms. Crowe kept the car but refused to reimburse him half the car's value and half the paid insurance premiums. Mr. Andrews asks for an order that Ms. Crowe pay him \$3,487 for half the car's value and half the paid yearly insurance premium from the date they separated.
4. Ms. Crowe says the parties had a verbal agreement when purchasing the car that if they separated, she would keep the car. She also says that she paid the car's insurance premium in full and the car's value has decreased significantly due to several mechanical problems. Finally, Ms. Crowe says Mr. Andrews owes her various other amounts for rent, hydro, and Wi-Fi, among other things that she says she paid during their relationship and after they separated. Ms. Crowe did not file a counterclaim.
5. The parties are each self-represented.

JURISDICTION AND PROCEDURE

6. 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.
7. 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. In some respects, both parties in this dispute call into question the credibility, or truthfulness, of the other. 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.

8. 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.
9. 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.
10. I note that the BC Supreme Court has exclusive jurisdiction over the division of family property under the *Family Law Act* (FLA). The property division provisions in the FLA only apply to legally married spouses or people who live together in a marriage-like relationship for 2 years or more. The parties were not married and confirmed they only lived together for 18 months. Given this, I find that the FLA does not apply and I find that the CRT has jurisdiction over this dispute.

Late evidence

11. Ms. Crowe provided late evidence in this dispute, which consists of text messages between Mr. Andrews and another person. Mr. Andrews was provided with an opportunity to review and provide submissions on this late evidence, so I find there is no actual prejudice in allowing this late evidence. Consistent with the CRT's mandate, which includes flexibility, I have allowed and considered this late evidence as I find it relevant.

ISSUE

12. The issue in this dispute is whether Mr. Crowe must reimburse Mr. Andrews \$3,487, or any other amount, for his share of the car's value and the paid insurance premiums.

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, as the applicant Mr. Andrews must prove his claims on a balance of probabilities (meaning "more likely than not"). I have reviewed the parties' evidence and submissions but refer only to what I find is necessary to provide context for my decision.
14. The parties agree to the following facts. In October 2020, they purchased a 2007 Honda Civic and split the \$5,400 cost evenly between them. The car was registered in Ms. Crowe's name only. Their relationship ended on May 1, 2021. I find it undisputed that Ms. Crowe has maintained sole possession and use of the car since the relationship ended and intends to keep it. However, the parties dispute the car's value, and whether Mr. Andrews is entitled to any reimbursement for his share of the car's value and paid insurance premiums. I will address each of these issues below.
15. As noted, in her Dispute Response and submissions, Ms. Crowe says Mr. Andrews also owes her for rent, hydro, and Wi-Fi payments she made during and after the parties' relationship, among other things. Ms. Crowe did not file a counterclaim. Arguably, these items could give rise to a set-off against any award to Mr. Andrews. However, for the reasons that follow I have dismissed his claim. Given this, there is nothing to set-off and I have not addressed any of these alleged outstanding payments in this dispute.
16. I turn now to the car and insurance premium at issue.

The car

17. As noted, Mr. Andrews says he is entitled to half the car's value at the time the parties' purchased it. Ms. Crowe disputes this. She says that when the parties' purchased the

car, they had a verbal agreement that she would keep the car if they separated. She also notes the car is registered in only her name, and says Mr. Andrews is not entitled to any assets listed in her name, including the car. The car's registration from October 27, 2020 lists only Ms. Crowe as the registered owner. However, the parties agree that they split the car's purchase price, and I find they do not dispute that they shared the car and its expenses during their relationship. I find this suggests that Ms. Crowe and Mr. Andrews jointly owned the car, despite Ms. Crowe being the only registered owner. In addition, text messages in evidence between Ms. Crowe's parent, CP, and Mr. Andrews confirm that at the time the parties' relationship ended, CP initially offered to pay Mr. Andrews for his share of the car's value. Mr. Andrews says CP later revoked that offer. Despite this, I find the text messages in evidence suggest the parties did not have a verbal agreement that Ms. Crowe would be entitled to keep the car if they separated. Even if they did have a verbal agreement that she could keep the car itself, I find it likely did not include a term that Ms. Crowe could do so without reimbursing Mr. Andrews for his share of the car's value.

18. Given the above, I find Mr. Andrews is entitled to reimbursement for his share of the car's value. However, I find he is not entitled to reimbursement of the \$2,925 he paid for the car in October 2020. Rather, I find he is only entitled to half the car's resale value when the parties' relationship ended in May 2021.
19. Ms. Crowe says the car's current value is \$0, and says it needs \$8,000 in repairs. In support of this, she provided December 15, 2021 car appraisal from Vancouver Honda. The appraisal amount is listed as \$0, and also notes the car requires approximately \$8,000 in repairs. Mr. Andrews says this appraisal has nothing to do with the car's resale value "such as via craigslist". However, Mr. Andrews did not suggest a resale value in his submissions, or provide any documentary evidence to establish the car's resale value.
20. So, the only evidence of the car's value is Vancouver Honda's \$0 appraisal. As the applicant Mr. Andrews bears the burden of proving his claims. Without further

evidence of the car's resale value, I find Mr. Andrews has not proved on balance that he is entitled to any reimbursement for his share of the car.

Annual insurance premium

21. Mr. Andrews also says that he is entitled to half of the car's paid insurance premiums from May 1, 2021, the date the parties separated.
22. Ms. Crowe submitted receipts and credit card information that I find confirm she paid the car's \$2,175 annual insurance premium on February 5, 2021. Mr. Andrews does not dispute that Ms. Crowe paid the annual insurance premium on her credit card. However, he says the cost was still shared equally. He says he has e-transfer records between himself and Ms. Crowe, but they do not show "perfect amounts" pertaining to the insurance because Ms. Crowe also owed him "significant money at that time". Mr. Andrews does not explain what money Ms. Crowe allegedly owed him at the time of the insurance premium payment. He has not otherwise explained how he allegedly reimbursed her for his half of the insurance premium payment. Notably, he failed to provide e-transfer records of his payments to Ms. Crowe for the insurance premium. Here, I find Mr. Andrews has not proved on balance that he paid half of the car's February 5, 2021 annual insurance premium payment. Given this, I find Mr. Andrews is not entitled to any reimbursement for the car's paid insurance premium.
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. I see no reason in this case not to follow that general rule. As Mr. Andrews was unsuccessful, I dismiss his fee claim. Ms. Crowe did not pay any CRT fees or claim any dispute-related expenses, so I award none.

ORDER

24. I dismiss Mr. Andrews' claims and this dispute.

Leah Volkers, Tribunal Member