



Civil Resolution Tribunal

Date Issued: May 17, 2022

File: SC-2021-008727

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *St Jacques v. Leader*, 2022 BCCRT 581

BETWEEN:

JEAN-LUC ST JACQUES

APPLICANT

AND:

TYLER LEADER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about a private used car sale. The parties were formerly friends. The applicant, Jean-Luc St Jacques, says he sold his older used car to the respondent,

Tyler Leader, but the respondent has failed to pay the \$800 purchase price even though the applicant says the agreement included his offer to buy the car back if the respondent did not want it. The applicant claims the \$800.

2. The respondent says he bought the car for \$150 because it was not in running condition. The respondent says he has already paid the \$150 and so he says he owes nothing.
3. The parties are each 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). CRTA section 2 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. CRTA section 39 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. 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. CRTA section 42 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. The applicant submitted witness statements as late evidence, beyond the CRT's stated deadline. The respondent was given an opportunity to comment on it, so I find the respondent was not prejudiced. Given the CRT's flexible mandate, I allow the late evidence and have considered it in my analysis below.

ISSUE

9. The issue in this dispute is whether the respondent owes the applicant \$800 for the car the applicant sold to him.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant must prove his claim on a balance of probabilities (meaning "more likely than not"). I have read all the submitted evidence and arguments but refer only to what I find relevant to provide context for my decision.
11. On October 23, 2021, the applicant sold the respondent a 1989 240 Volvo that had 390,000 km on it. At the time of sale, the car clearly needed repairs as the transfer paper expressly says "car doesn't run". At the time of the sale, the parties had been friends for a long time. There is no formal written agreement. Also at the time of sale, the applicant told the respondent he would buy the car back if the respondent did not like the car. None of this is disputed. At issue is the car's sale price and whether the respondent has paid anything for the car.
12. The applicant submitted 2 witness statements, 1 from his father and the other from a friend, ET. The applicant's father said the applicant sold the car for \$800. ET says in November 2021 the applicant told him he was selling the car to the respondent for \$800 and that the respondent was going to "pay in parts". ET says that he was

present with the applicant and the applicant's father when the respondent attended to get the car. However, on that first visit it was determined the car needed a replacement battery so the respondent did not take the car.

13. I accept ET and the father's evidence, but place only marginal weight on it. This is because neither expressly say they heard the respondent agree to pay \$800 for the car. Further, ET refers to the applicant telling him in November about the \$800 price, when the transfer papers show the car was sold on October 23, 2021. As discussed further below, as of November 1 the parties' friendship had soured over the car. In other words, I place less weight on what the applicant told ET about the purchase price as of November given the parties' dispute.
14. The respondent relies on the fact the car's transfer papers, showing the car's ownership transferred to the respondent, said the sale price was \$150. I find this is not determinative, noting the applicant says the respondent lied on the transfer papers about the car's sale price. The respondent does not deny he was the one who filled in the \$150 as the car's sale price. In short, I find the fact the car's value was listed as \$150 on the transfer papers does not necessarily show what the parties' agreement was about the sale price.
15. The respondent submitted a copy of the transfer papers (showing the \$150 sale price) as "proof of payment". I do not agree this is proof he paid anything. The respondent does not say how or when he allegedly paid \$150 for the car and submitted no evidence that he paid it, such as a receipt, e-transfer record, or any banking record. The applicant denies receiving any payment. The respondent's only submitted evidence is multiple copies of the same transfer paper for the car's ownership. I find the respondent has paid nothing for the car.
16. The applicant says \$800 was a "friend" price and that this car is worth a lot more and is a collector's item. He submitted copies of online advertisements for other older Volvo cars. I do not agree with the applicant that this evidence is relevant. First, it does not determine whether the parties agreed the car's sale price was \$150

or \$800. Second, the applicant's car was undisputedly not in running condition at the time of sale and the cars in the ads were.

17. I find the best evidence of the car's sale price are the screenshots of the parties' text messages around the time of the sale and shortly after. On October 29, 2021, parties had an exchange about the car's need for repairs. It appears they had an offline discussion because then on November 1, 2021, the respondent texted, "K well I'll be a [obscenity] and not pay u K give me 800". The applicant responded, "See this is you being a power tripper ... trying to avoid responsibility because youre feeling are hurt" (all quotes reproduced as written except where noted). The respondent replied, "Guess you shouldn't have hurt my feelings then." The applicant responded, "Lol Just pay me when u can! Please be [reasonable] This doesn't have to get more toxic."
18. In his application to the CRT, the applicant explained that the respondent had started insulting him, which led to the applicant calling the respondent an obscene name. The respondent's response was to use the same obscenity in the message I have quoted above where the respondent said, "give me 800". The applicant submitted in his argument that he had more screenshots but did not want to burden the tribunal with voluminous evidence for a relatively small dispute. Parties are told to submit all relevant evidence and any other text messages around the payment discussion are relevant. However, proportionality is an aspect of the CRT's mandate and if the other text messages are simply repetitive and largely focused on insults that are not relevant to the payment issue, then they would not be helpful.
19. On balance, I find it more likely than not that the car's sale price was \$800, based primarily on the text message and with limited weight on the witness statements. I also find it unlikely the applicant would sell the car for only \$150, even if it was not running. As noted, contrary to the respondent's unsupported assertion, I find he has not paid anything for the car. So, I find the respondent must pay the applicant \$800.
20. I note the respondent refers to the car needing a lot of repairs and that he has spent \$1,000 in repairs to date. The respondent did not file a counterclaim and as noted

above I find the parties' agreement for \$800 factored in the fact the car required repairs. In any event, the respondent submitted no evidence to show what he spent on repairs, if anything. So, I make no order for any set-off for repairs.

21. The *Court Order Interest Act* (COIA) applies to the CRT. I find the applicant is entitled to pre-judgment interest on the \$800. Calculated from the October 23, 2021 sale date to the date of this decision, this interest equals \$2.04.
22. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As the applicant was successful, I allow his claim for reimbursement of \$125 in CRT fees. No dispute-related expenses were claimed.

ORDERS

23. Within 21 days of this decision, I order the respondent to pay the applicant a total of \$927.04, broken down as follows:
 - a. \$800 in debt,
 - b. \$2.04 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
24. The applicant is entitled to post-judgment interest, as applicable.
25. 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.

26. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of BC. 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 BC.

Shelley Lopez, Vice Chair