



Civil Resolution Tribunal

Date Issued: May 17, 2022

File: SC-2021-004832

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Arndt v. Ogden*, 2022 BCCRT 582

BETWEEN:

ALBERT ARNDT

APPLICANT

AND:

EMILY OGDEN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about the return of personal property. The applicant Albert Arndt says the respondent Emily Ogden borrowed his Nintendo Switch video game

console and “numerous games”. Mr. Arndt says he asked for their return but Ms. Ogden refused. Mr. Arndt claims \$800 (\$520 for the console and \$300 for the games), or in the alternative, an order for the items’ return to him.

2. In contrast, Ms. Ogden says she bought the Nintendo Switch from Mr. Arndt, paying him cash for it.
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. In some respects, both parties of this dispute call into question the credibility, or truthfulness, of the other. 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.

ISSUE

8. The issue in this dispute is whether Ms. Ogden borrowed or bought the Nintendo Switch and games from Mr. Arndt, and if borrowed, whether she must return them or pay him \$800.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Mr. Arndt 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.
10. It is undisputed Mr. Arndt bought the Nintendo Switch game console for \$520.78 on October 27, 2020. However, he submitted no evidence of the “numerous games” or their value.
11. The parties are completely at odds about whether Ms. Ogden bought or borrowed the console and games from Mr. Arndt. Ms. Ogden says she paid him cash for it but did not say when or for how much. There is no written agreement between the parties in evidence.
12. In contrast, Mr. Arndt claims he only loaned it to Ms. Ogden, because he was homeless at the time. However, he also does not describe when he allegedly loaned her the items or when he asked for their return. He provided no other details of the arrangement.
13. Mr. Arndt submitted a witness statement from SA, who says they were “a witness to the purchasing of the said items in question, (Nintendo Switch, video game, accessories, etc.) and am writing this as evidence to these transactions.” However,

it is undisputed Mr. Arndt bought the game console and games. Again, the issue is whether he only loaned them to Ms. Ogden or sold them to her for cash as she says. So, I find SA's statement unhelpful.

14. Ms. Ogden submitted a March 8, 2022 witness statement from CT, who is Ms. Ogden's boyfriend. He wrote it was "over a year ago" and that CT witnessed Ms. Ogden give Mr. Arndt "cash" in exchange for the game console and "games". Like Ms. Ogden, CT did not say how much Ms. Ogden paid. CT wrote that Mr. Arndt did not mention at any point that he was expecting the items' return. I place limited weight on CT's statement, since as Ms. Ogden's boyfriend he is not entirely neutral.
15. Apart from Mr. Arndt's receipt for the items' purchase and the above witness statements, there is no other evidence before me. As noted, as the applicant Mr. Arndt has the burden of proof. Even with only limited weight on CT's statement, I find Mr. Arndt has provided insufficient details. He did not address CT's evidence. On the evidence before me, I find Mr. Arndt has not proved Ms. Ogden owes him anything. I also find he has not proved the value of the games, as he provided no evidence describing them or their value.
16. 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. Neither party paid CRT fees or claimed dispute-related expenses, so I make no order for them.

ORDER

17. I dismiss Mr. Arndt's claim and this dispute.

Shelley Lopez, Vice Chair