



Civil Resolution Tribunal

Date Issued: June 17, 2022

File: SC-2021-009144

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Klokeid v. Hardy*, 2022 BCCRT 710

BETWEEN:

DARREN KLOKEID

APPLICANT

AND:

JUNE MARIE HARDY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about the return of a dog. The applicant, Darren Klokeid, says he sold a puppy to EL for \$1,000. Mr. Klokeid says his agreement with EL was that if anything happened to EL, the dog would be returned to Mr. Klokeid. Unfortunately, EL passed away. The respondent, June Marie Hardy, is EL's sister. Mr. Klokeid says Ms. Hardy

knows where the dog is, but refuses to say. Mr. Klokeid seeks the dog's return, or \$1,000.

2. Ms. Hardy says she has never had ownership or possession of the dog and asks that this dispute be dismissed.
3. Mr. Klokeid represents himself. Ms. Hardy is represented by a family member.

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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that 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.
6. Section 42 of the CRTA says that 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. Hardy is responsible to return the dog to Mr. Klokeid or pay him \$1,000.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Mr. Klokeid must prove his claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. Mr. Klokeid’s partner, CJ, is the deceased EL’s cousin. EL’s wife passed away in May 2021, and EL sought the companionship of a dog. Mr. Klokeid and CJ agreed to sell one of their unborn puppies to EL. None of this is disputed.
11. Ms. Hardy says EL was short on funds, so she loaned EL \$500 and paid that directly to Mr. Klokeid by cheque on July 2, 2021. On July 27, 2021, Mr. Klokeid delivered the dog to EL, and EL paid the remaining \$500 in cash.
12. Mr. Klokeid says the \$1,000 was to be held “in trust”. Mr. Klokeid says EL agreed that if EL had any health issues, he would return the dog to Mr. Klokeid, and Mr. Klokeid would return the \$1,000.
13. On October 3, 2021, EL wrote a letter stating that he gave the dog to his friend and neighbour, MR. On October 9, 2021, EL passed away. It is undisputed MR took possession of the dog, but was unable to care for it so gave it away to someone else.
14. A November 2, 2021 Facebook messenger conversation submitted in evidence by Mr. Klokeid shows that CJ acknowledged to Ms. Hardy that before he passed away EL notified CJ and Mr. Klokeid that EL had given the dog away. In the November 2, 2021 conversation, CJ did not ask for the dog back, but said that she and Mr. Klokeid had concerns about the dog’s new owner being able to properly care for the dog.

15. In any event, Mr. Klokeid says EL breached their agreement that the dog would be returned if EL was unable to care for it. However, Mr. Klokeid filed this dispute against EL's sister, Ms. Hardy.
16. There is no indication that Ms. Hardy ever possessed the dog or had any involvement in rehoming the dog, to either MR or someone else. There is also no indication Ms. Hardy was a party to any agreement about the dog between Mr. Klokeid and EL. So, I find Mr. Klokeid has no legal claim against Ms. Hardy about the dog.
17. I dismiss Mr. Klokeid's claims.
18. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As Mr. Klokeid was not successful, I dismiss his claim for tribunal fee reimbursement. Ms. Hardy did not pay tribunal fees or claim any dispute-related expenses.

ORDER

19. I order Mr. Klokeid's claims, and this dispute, dismissed.

Andrea Ritchie, Vice Chair