



Civil Resolution Tribunal

Date Issued: July 6, 2022

File: SC-2021-005694

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Arnett v. Eriksson*, 2022 BCCRT 774

BETWEEN:

MARIAN ARNETT

APPLICANT

AND:

BRENT S. ERIKSSON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Richard McAndrew

INTRODUCTION

1. This dispute is about alleged deficiencies and missing items from a purchased house. The applicant, Marian Arnett, jointly purchased a house from JE, who is not a party to this dispute. The respondent, Brent S. Eriksson signed the purchase and sale contract (contract) on JE's behalf, with power of attorney. The applicant claims the

respondent breached the contract by failing to maintain the lawn, failing to professionally clean the property, failing to remove nails from the walls, and failing to leave kitchen stools allegedly included in the contract. The applicant claims \$1,700 in damages.

2. The respondent denies the applicant's claims. They say that the lawn was properly maintained and the house was professionally cleaned. Further, they say that the contract did not require the seller to remove nails from the walls or leave the kitchen stools.
3. Both parties are 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). 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. 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 in the interests of justice.
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.

Evidence resubmission

8. The respondent submitted multiple documents which I was unable to view. At my request, the CRT gave the respondent an opportunity to resubmit these documents, which they did. I find that the applicant was not prejudiced by the resubmission of this evidence because she was given an opportunity to respond to the documents. So, I have considered the respondent's resubmitted evidence in this decision.

ISSUES

9. The issues in this dispute are:
 - a. Is the respondent personally bound by the contract?
 - b. If so, did the respondent breach the contract?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant must prove her claims on a balance of probabilities, meaning "more likely than not." I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. It is undisputed that the applicant viewed the property on April 28, 2021 and she signed the contract on April 29, 2021. The seller was JE, who is not a party in this dispute. The respondent signed the contract "as per P.O.A." for JE. Based on this, I infer and find that the respondent signed the contract on JE's behalf, under their power of attorney. Section 1 of the *Power of Attorney Act* says that a person acting under a power of attorney is an agent. So, I find that the respondent was acting as JE's agent when they signed the contract under JE's power of attorney.

12. The law of agency applies when the principal, in this case JE, gives authority to the agent, in this case the respondent, to enter into contracts with third parties, such as the applicant, on the principal's behalf. So long as the agent discloses that they are acting as an agent for the principal, the agent will not generally be liable under a contract they make between the principal and a third party (*Keddie v. Canada Life Assurance Co.*, 1999 BCCA 541).
13. Here, the contract names JE, not the respondent, as the seller. Further, the respondent's name is not stated anywhere in the contract. Based on this, and by signing the contract "as per P.O.A.", I find that the respondent notified the applicant that they were signing the contract as JE's agent, rather than in their personal capacity.
14. For the above reasons, I find that the respondent is not personally bound by the contract. So, I find it unnecessary to determine whether they breached the contract and I dismiss this dispute.

CRT fees and expenses

15. 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. Since the applicant was not successful, I find that she is not entitled to reimbursement of her CRT fees. The applicant did not claim reimbursement of dispute-related expenses.
16. The respondent claims reimbursement of \$953.21 in travel expenses. However, I find that the respondent has not proved that their alleged travel expenses were reasonably related to this dispute. So, I find that the respondent is not entitled to reimbursement of dispute-related expenses.

ORDER

17. I dismiss the applicant's claims and this dispute.

Richard McAndrew, Tribunal Member