



Civil Resolution Tribunal

Date Issued: July 7, 2022

File: SC-2021-009099

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ledahl v. Andrew*, 2022 BCCRT 780

BETWEEN:

JENNIFER ANN LEDAHL

APPLICANT

AND:

EBONY ANDREW

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about the private sale of a used car. The applicant, Jennifer Ann Ledahl, says she sold a 2009 Mitsubishi Lancer Ralliart to the respondent, Ebony Andrew. Ms. Ledahl says Ms. Andrew still owes her \$4,000, though as noted below, some of her submissions suggest only \$3,550 is owing.

2. Ms. Andrew disagrees. She says the sales documents show Ms. Ledahl did not own the car prior to selling it and that Ms. Andrew paid for the car in full.
3. The parties are self-represented.
4. For the reasons that follow, I dismiss Ms. Ledahl's claims.

JURISDICTION AND PROCEDURE

5. 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.
6. 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. Some of the evidence in this dispute amounts to a "she said, she said" scenario. 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.
7. 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.

8. 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

9. The issue in this dispute is whether Ms. Andrew still owes money to Ms. Ledahl for the purchase of a car.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant Ms. Ledahl must prove her claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and arguments that I find relevant to provide context for my decision. Ms. Andrew chose not to provide any evidence though she was given the chance to do so.
11. I first begin with the car's ownership history. An ICBC transfer/tax form shows that Ms. Ledahl purchased the car from a third party on December 28, 2019 for \$1,000. Another transfer/tax form shows Ms. Ledahl then sold the vehicle for \$100 to another individual, CEW, on March 21, 2021. An ICBC owner's certificate of insurance and vehicle license document shows CEW became the car's sole owner and driver as of that date.
12. Ms. Ledahl was vague on when she sold the car to Ms. Andrew. However, bank statements suggest it occurred in September 2021. I find this chronology suggests that Ms. Ledahl had no ownership interest in the car when she attempted to sell it to Ms. Andrew. I will return to the topics of the bank statements and the car's ownership below.

13. Ms. Ledahl says she sold the car to Ms. Andrew for \$4,500, of which Ms. Andrew only paid \$950. I note that Ms. Ledahl submits that \$3,550 is currently owing, which is less than the amount claimed in the Dispute Notice. Bank transfers show Ms. Andrew paid Ms. Ledahl a total of \$750 in September and \$200 in October 2021. However, there is little other evidence about the sale. For example, there are no emails, text messages, or other documents about the total price. Neither party provided any transfer/tax form or any owner's certificate of insurance showing the sale to Ms. Andrew.
14. In an undated text message Ms. Andrew wrote, "I will send you 200 [that's] 500 in the last two weeks which was the agreement...so I will either send you 250 every Friday or 500 every two weeks". However, the text messages do not provide a total price. Ms. Andrew wrote in another text message that the sale price was \$500, though she implied this was only the price "on paper".
15. Ultimately, I find the evidence falls short of proving that Ms. Andrew purchased the car for \$4,500, or that any other amounts remain owing. I note that the claimed purchase price of \$4,500 is also much higher than the documented December 2019 purchase price of \$1,000 Ms. Ledahl originally purchased the car for. I find this does not support Ms. Ledahl's version of events.
16. I find the above is sufficient to dismiss Ms. Ledahl's claim. However, I also find it unproven that she was the owner of the car at the time of the alleged sale. As noted earlier, the documents in evidence support the conclusion that Ms. Ledahl did not own the car when Ms. Andrew purchased it.
17. Ms. Ledahl says she mistakenly filled out the March 2021 transfer/tax form. She says she intended to retain ownership of the car and only have CEW insure it. I find this unlikely as the March 2021 transfer/tax form's wording clearly shows it is used for selling vehicles. Ms. Ledahl also signed a similar form in December 2019. I find she was therefore familiar with it.

18. In support of Ms. Ledahl's submission, CEW provided a text message in this dispute. CEW wrote that they never purchased Ms. Ledahl's car, though they were "switching vehicles back and forth". There is no document before me showing CEW changed ownership of the car back to Ms. Ledahl. As I find it unproven that Ms. Ledahl owned the car at the time of the sale to Ms. Andrew, I would dismiss Ms. Ledahl's claim for this reason as well.

19. 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. I dismiss Ms. Ledahl's claims for reimbursement of CRT fees and dispute-related expenses for printing and registered mail costs totaling \$63.66.

ORDER

20. I dismiss Ms. Ledahl's claims and this dispute.

David Jiang, Tribunal Member