



# Civil Resolution Tribunal

Date Issued: August 16, 2022

File: SC-2021-008061

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Peters v. Assman*, 2022 BCCRT 925

B E T W E E N :

DEBRA PETERS

**APPLICANT**

A N D :

DEVAN ASSMAN

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Eric Regehr

## INTRODUCTION

1. Debra Peters and Devan Assman were in a romantic relationship. Ms. Peters claims that Mr. Assman owes her \$2,509.79 in costs she incurred during the relationship, which included groceries for his children, supplies for his Airbnb business, beer, cigarettes, and a movie rental. She also argues that he already agreed to pay her

\$2,500 but has failed to do so. Ms. Peters also asks for an order that Mr. Assman return her blender, mop and bucket, cleaning supplies, and ashtrays, which she values at a total of \$220.

2. Mr. Assman says that the parties had an agreement that Ms. Peters would buy groceries, beer, and cigarettes instead of paying rent. He admits that he owes Ms. Peters \$83.21 she spent on his child's birthday party and \$253.52 she spent on his Airbnb business because these expenses were outside of the scope of their agreement. He also agrees to repay the movie rental cost and return Ms. Peters's blender, mop and bucket, and ashtrays. He says that the rest of Ms. Peters's claims were covered by their agreement, so he owes nothing further. He asks me to dismiss Ms. Peters's remaining claims.
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). 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 pay money or to do or stop doing something. The CRT's order may include any terms or conditions the CRT considers appropriate.
8. I note that other than the Dispute Response he filed at the outset of this proceeding, Mr. Assman did not provide any evidence or submissions in this dispute. CRT staff provided him with multiple reminders about the deadline to provide submissions. I find that Mr. Assman had a reasonable opportunity to provide evidence and submissions.
9. I also note that the BC Supreme Court has exclusive jurisdiction over the division of family property under the *Family Law Act* (FLA), which applies to people who are either legally married or who live together in a marriage-like relationship for at least 2 years. The parties only lived together for about 4 months. I therefore find that the FLA does not apply, and the CRT has jurisdiction to decide this claim.

## ISSUES

10. The issues in this dispute are:
  - a. Did Mr. Assman agree to pay Ms. Peters \$2,500 for relationship expenses?
  - b. If not, how much does Mr. Assman owe Ms. Peters?
  - c. Is Ms. Peters entitled to the return of the claimed items?

## EVIDENCE AND ANALYSIS

11. In a civil claim such as this, Ms. Peters as the applicant must prove her case on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
12. The parties began dating late 2020. Ms. Peters moved into Mr. Assman's home on March 30, 2021. Ms. Peters says that at first, they agreed that she would pay for groceries and other supplies instead of paying rent. As mentioned above, Mr. Assman alleges a similar arrangement in his Dispute Response.
13. Ms. Peters says that in late June 2021, Mr. Assman's children moved to live with them for the summer. She says that she agreed to take time off work to help care for them. She says that they therefore modified their arrangement so that Mr. Assman would pay all expenses for the summer.
14. The parties broke up in late July 2021. On August 14, 2021, Mr. Assman sent Ms. Peters \$1,000. Ms. Peters says that this was his first (and only) payment towards the approximately \$3,500 he owed her from the relationship, which included the expenses claimed in this dispute and other expenses like vet bills. On August 25, 2021, Ms. Peters emailed Mr. Assman that he still owed her \$2,500. She demanded that he pay by September 15, 2021.
15. On September 12, 2021, Mr. Assman texted Ms. Peters asking to speak on the phone. Ms. Peters agreed. She says that in that phone conversation, she agreed to accept \$1,000 on September 15, 2021, and \$1,500 on October 15, 2021.
16. Mr. Assman did not pay Ms. Peters anything by September 15, 2021. On September 16, 2021, Ms. Peters sent Mr. Assman a text about the missed payment. His response was initially somewhat vague, but he eventually asked for a "few more days". He also said that he was not "trying to get out of anything".
17. Ms. Peters texted again about the missed payment on September 19, 2021. The next day, Mr. Assman responded acknowledging that he had not paid anything yet

but hoped to get her something by the end of that week. In a later text, he explicitly agreed that he owed Ms. Peters \$2,500. He simply said he was having difficulty coming up with the money.

18. Ms. Peters's primary argument is that Mr. Assman agreed to pay her \$2,500 for the claimed expenses. While she does not use this language, she essentially argues that the parties entered into a settlement agreement about how much Mr. Assman owed Ms. Peters when their relationship ended.
19. A settlement agreement is a contract where parties in a dispute agree to a resolution. For a binding settlement agreement to exist, there must be an offer and acceptance of that offer. There must also be evidence that the parties agreed, without qualification, to the essential terms of a settlement. See *Salminen v. Garvie*, 2011 BCSC 339, at paragraphs 24 to 27.
20. A settlement agreement does not need to be signed, or even written, to be enforceable. Parties can form a contract through their correspondence as long as it shows that they intended to be bound by clear terms. See *Crosse Estate (Re)*, 2012 BCSC 26, at paragraph 30.
21. I find that the parties' text message correspondence clearly shows that they agreed to a settlement of Mr. Assman's outstanding debts from the relationship. Mr. Assman expressly agreed to both the \$2,500 amount and the schedule for payment. I find that the parties had a binding contract that Mr. Assman would pay Ms. Peters \$2,500 for expenses she incurred during their relationship. By failing to pay on the agreed dates, Mr. Assman breached the contract.
22. The settlement agreement is binding on both parties. I find that it is not open for Ms. Peters to receive more than \$2,500, because she agreed to accept \$2,500 for her claimed expenses. I therefore order Mr. Assman to pay Ms. Peters \$2,500. I dismiss the rest of her compensation claim.
23. Next, even though he agreed to return them, I decline to order Mr. Assman to return the blender, mop and bucket. The evidence suggests that the parties now live a 5

hour drive apart. I find that it would unreasonable for Mr. Assman to return items that can be easily replaced and cannot economically be mailed or couriered. Instead, I order Mr. Assman to pay Ms. Peters \$50 for these items, based on Ms. Peters's evidence that they cost about \$80 new. I order Mr. Assman to return the ashtrays, which Ms. Peters say were a gift from a family member. They must be in substantially the same condition as when she last had them.

24. I do not order him to return any cleaning supplies. I find that Ms. Peters is already being compensated for the cleaning supplies she bought as part of the \$2,500 settlement. I find that she would be overcompensated if she also received the cleaning supplies back.

25. The *Court Order Interest Act* (COIA) applies to the CRT. Ms. Peters is entitled to pre-judgment interest on the first \$1,000 from September 15, 2021, and on the remaining \$1,500 from October 15, 2021. I also find she is entitled to interest on the remaining \$50 award from July 31, 2021. This equals \$13.98.

26. 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 find that Ms. Peters is entitled to reimbursement of \$125 in CRT fees. She did not claim any dispute-related expenses.

## **ORDERS**

27. Within 30 days of the date of this order, I order Mr. Assman to pay Ms. Peters a total of \$2,688.98, broken down as follows:

- a. \$2,550 in damages,
- b. \$13.98 in pre-judgment interest under the COIA, and
- c. \$125 in CRT fees.

28. Within 30 days of the date of this order, I order Mr. Assman to return to Ms. Peters her ashtrays, at his expense, in substantially the same condition as they were in July 2021.
29. I dismiss Ms. Peters's remaining claims.
30. Ms. Peters is entitled to post-judgment interest, as applicable.
31. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

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Eric Regehr, Tribunal Member