



Civil Resolution Tribunal

Date Issued: September 1, 2022

File: SC-2022-000846

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Terrillon v. Hawkins*, 2022 BCCRT 981

BETWEEN:

ANGELA TERRILLON

APPLICANT

AND:

CLAUDETTE HAWKINS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about trip expenses. The applicant, Angela Terrillon, and the respondent, Claudette Hawkins, appear to be former friends. Ms. Terrillon says the

parties agreed each would charge their respective credit cards for different parts of the trip. Ms. Terrillon says she gave Ms. Hawkins 2 cheques for \$2,400.26 to cover her share of Ms. Hawkins' credit card charges. Before getting on the cruise ship, Ms. Terrillon fell and was unable to complete the trip. She says Ms. Hawkins should have claimed against her credit card's insurance for it and then given that money to Ms. Terrillon. Ms. Terrillon claims the \$2,400.26.

2. Ms. Hawkins denies agreeing to make a claim through her credit company and argues doing so would have been fraudulent. Ms. Hawkins also says Ms. Terrillon never paid her anything for the cruise and says Ms. Terrillon owes her \$1,869.25. Ms. Hawkins did not file a counterclaim.
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. 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 is whether Ms. Terrillon is entitled to \$2,400.26 for alleged cruise expenses.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Ms. Terrillon must prove her 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. I note Ms. Terrillon chose not to submit any documentary evidence or make any final reply submission, despite having the opportunity to do so.
10. The parties agreed to go on a Caribbean cruise together. Ms. Hawkins booked the cruise in January 2020, which was to depart March 4, 2020 from Florida. Ms. Hawkins paid \$3,235 for both parties’ cruise fares through her Visa credit card (\$2,110.22) and through her credit card points program (a \$1,124.78 value). The parties’ flight out of Montreal was delayed and they missed the cruise’s departure. Ms. Terrillon fell on March 6, 2020 before they were to rejoin the ship. As a result, the parties never took the cruise and Ms. Hawkins booked them a flight home from St. Maarten on March 7, 2020. None of this is disputed.
11. The parties dispute whether Ms. Terrillon paid Ms. Hawkins anything for the charges Ms. Hawkins had made to her credit card for the parties’ cruise fares and for associated flights including the return flight home. Ms. Terrillon says she gave Ms. Hawkins a \$975 cheque and another cheque, for a total of the claimed \$2,400.26.

Ms. Terrillon argues that Ms. Hawkins promised to claim that \$2,400.26 back from Visa and yet Ms. Hawkins never reimbursed her anything.

12. The difficulty for Ms. Terrillon is that she submitted no supporting evidence to prove she paid Ms. Hawkins anything. As noted, Ms. Terrillon has the burden of proof and Ms. Hawkins denies receiving any money from Ms. Terrillon for the trip. Parties are told during the CRT process to submit all relevant evidence. Without explanation, Ms. Terrillon failed to submit clearly relevant evidence, such as copies of cancelled cheques, showing what she allegedly paid Ms. Hawkins.
13. Similarly, Ms. Terrillon also failed to submit any evidence showing Ms. Hawkins did receive or could have received insurance coverage for Ms. Terrillon's alleged trip expenses, through Visa or otherwise. Given the lack of clearly relevant evidence, I dismiss Ms. Terrillon's claim.
14. As noted above, Ms. Hawkins says Ms. Terrillon owes her \$1,869.25. As Ms. Hawkins did not file a counterclaim and because there is no payment order to setoff against, I make no findings about the \$1,869.25.
15. 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. As Ms. Terrillon was unsuccessful, I dismiss her claim for reimbursement of CRT fees. Ms. Hawkins did not pay fees and neither party claimed dispute-related expenses.

ORDER

16. I dismiss Ms. Terrillon's claim and this dispute.

Shelley Lopez, Vice Chair