



Civil Resolution Tribunal

Date Issued: October 18, 2022

File: SC-2022-001394

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Maisey v. St. Germain*, 2022 BCCRT 1140

BETWEEN:

ROBERT ARTHUR MAISEY

APPLICANT

AND:

NATHAN ST. GERMAIN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about the division of food and travel costs. The applicant, Robert Arthur Maisey, says the respondent, Nathan St. Germain, breached an agreement to share team costs in connection with purchased beer and an underwater hockey tournament. Mr. Maisey says Mr. St. Germain owes \$1,077.50 under the agreement.

2. Mr. St. Germain says he agreed to pay some costs and did not do so. However, he says Mr. Maisey also claims for expenses that he already paid for or that he never agreed to contribute towards. He also says the team owes him money for a tent. Mr. St. Germain did not file a counterclaim despite having the opportunity to do so.
3. The parties are self-represented.
4. For the reasons that follow, I find Mr. Maisey has proven most of his 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 "he said, he 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.
9. Mr. St. Germain says he loaned his popup tent to the team, “Rumble Fish”, and it was returned broken. He seeks reimbursement for replacing it. However, as noted, Mr. St. Germain did not file a counterclaim. Mr. St. Germain also said Rumble Fish is liable for the tent, rather than Mr. Maisey. Given this, I find the tent’s replacement is not before me.
10. Mr. St. Germain also said Mr. Maisey unjustifiably banned him from certain facilities. The CRT has no jurisdiction to grant injunctive relief under CRTA section 118, so I do not address the facilities ban in my decision.

ISSUES

11. The issues in this dispute are as follows:
 - a. Did Mr. St. Germain breach the parties’ agreement to share expenses for their underwater hockey tournament?
 - b. What are the appropriate remedies, if any?

BACKGROUND, EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, Mr. Maisey as the applicant must prove his 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 argument that I find relevant to provide context for my decision.

13. It is undisputed that Mr. St. Germain and Mr. Maisey were previously teammates on an underwater hockey team. Another team member, GP, organized the purchase of alcohol for the team to share. As shown in GP's spreadsheet, GP collected money from the team to purchase "parking lot beers" for the period of May 1 to September 3, 2021. The spreadsheet shows each team member was meant to contribute \$65. An entry states that Mr. St. Germain owed \$65, and players named DK, GM, and JF covered the shortfall.
14. Mr. St. Germain acknowledges that he did not pay the claimed \$65 so I find he still owes it. Mr. Maisey says he paid for Mr. St. Germain's portion of the summer beer fund in late November 2021. However, there is no evidence to support this. So, I find it unproven that Mr. Maisey is the proper applicant for the summer beer fund and dismiss part of this claim, for \$65.
15. Mr. Maisey's remaining claims are for Mr. St. Germain's share of expenses in connection with an October 2021 tournament in Orange County, California. It is undisputed that Mr. St. Germain attended as a team member. Team members JF, GM, and GP each provided separate written statements from mid-June 2022. They discussed how team members agreed to share expenses for the tournament. I place significant weight on their evidence. This is because 1) I found their statements consistent with each other, and 2) I find they have no particular interest in the outcome of this dispute and are likely neutral. Mr. St. Germain did not provide a reason to conclude otherwise.
16. According to the statements, Mr. St. Germain agreed to share expenses in connection with the tournament with other teammates. Mr. St. Germain participated in such an arrangement at various times from 2017 to the most recent tournament held in Orange Country, California, from October 15 to 18, 2021. Mr. St. Germain acknowledges owing some of the claimed amounts noted below under this arrangement, so I find he agreed to participate in the cost-sharing arrangement.
17. Based on the written statements, I find the arrangement had the following terms. The team members agreed to pay for team-related costs as they came due. A selected

team member, dubbed “Major Money” (MM), would then collect receipts and calculate what each player should pay or be reimbursed. Based on MM’s calculations, some members would pay money to MM. MM would then reimburse collected funds to other members that had paid the upfront team expenses. The members used this arrangement because they found it convenient.

18. At the time, an individual named AL acted as MM. AL prepared a spreadsheet showing who paid for each expense upfront, and how they should be reconciled and shared later. I find AL’s spreadsheet is likely accurate given its purpose and the fact that various receipts in evidence match its entries. I mention some of these receipts below. According to the spreadsheet, Mr. Maisey paid upfront for some of Mr. St. Germain’s expenses, such as a hotel stay. Other players, including JP, GP, and LF, also paid upfront to cover some of Mr. St. Germain’s expenses. I will discuss who paid for what in further detail below.
19. In November 2021, GP emailed Mr. St. Germain twice that his share of tournament expenses was \$1,002.41. This matches AL’s spreadsheet calculation. It is undisputed that Mr. St. Germain did not reply to the email or pay this amount.
20. Mr. Maisey says that in November 2021 he paid other team members the money Mr. St. Germain owed them. I find this was likely the case as JF, GM, and GP each provided written statements in June 2022, referenced above, to support Mr. Maisey’s claims for reimbursement of tournament costs. I find it unlikely that the team members would provide such statements if Mr. Maisey was the wrong applicant, and Mr. St. Germain did not say he should pay the money to anyone else. So, I have proceeded on the basis that Mr. Maisey is the correct applicant.
21. Mr. Maisey outlined claims in both Canadian and US dollars. He says an exchange rate of \$1.27 per \$1 USD is appropriate. As this amount seems reasonable, and as Mr. St. Germain did not suggest a different amount, I adopt it for this decision. I do not refer to US dollars in my decision.

The Tournament and Referee Fees and Lyft Car Ride Fees

22. Mr. Maisey claims reimbursement for tournament and referee fees of \$183.44 and \$35.28, respectively. He also claims \$12.03 for a Lyft car ride. Receipts indicate Mr. Maisey paid for the tournament fee, GP paid for the Lyft car ride, and LF paid for the referee. As noted above, I find Mr. Maisey is the correct applicant because I find he likely reimbursed GP and LF for such costs, to later claim them from Mr. St. Germain.
23. Mr. St. Germain does not dispute liability for these costs. He says he delayed payment as he wanted mediation. I find this does not justify delaying payment of the undisputed debts. I order Mr. St. Germain to reimburse Mr. Maisey \$230.75 (\$183.44 + 35.28 + \$12.03).

The Hotel Fees

24. Mr. Maisey claims \$584.53 for Mr. St. Germain's hotel stay of October 15 to 18, 2021. Mr. Maisey's September 27, 2021 receipt and credit card statement both show he paid for Mr. St. Germain's hotel stay at the time.
25. Mr. St. Germain agrees that he stayed at a hotel for 3 nights. However, he says he paid for his stay in full. He provided a September 27, 2021 receipt for \$90.89. There are no purchase details provided and I find it unlikely that this amount would be enough to pay for 3 nights' accommodation. I prefer Mr. Maisey's evidence and order Mr. St. Germain to pay Mr. Maisey \$584.53.

Food and Alcohol from Costco

26. Mr. Maisey provided a receipt from Costco for \$333.97, of which \$151.26 was for food and \$182.71 was for alcohol. AL's spreadsheet shows that the food was meant to be split 9 ways and the alcohol 7 ways. The spreadsheet also shows JF paid for these expenses. I find it likely that Mr. Maisey reimbursed JF for Mr. St. Germain's share of these expenses, as JF provided the written statement noted above. Mr. Maisey claims for \$16.80 for food and \$26.10 for alcohol.

27. Based on the written statements, I find Mr. St. Germain agreed to share in these costs. Mr. St. Germain says he separately purchased his own food and alcohol, but there is no evidence he ever told team members he wanted to avoid sharing the costs at issue. Instead, I find it likely he purchased additional food and drink. So, I order Mr. St. Germain to reimburse Mr. Maisey \$42.90 (\$16.80 + \$26.10).

Pizza from the Wrap Party

28. Mr. Maisey says Mr. St. Germain attended the wrap party and ate pizza. Mr. Maisey provided an October 17, 2021 receipt for \$82.80. The spreadsheet shows that JF paid for it, and the cost was meant to be split 8 ways. As before, I find it likely Mr. Maisey reimbursed JF for Mr. St. Germain's share.

29. Mr. St. Germain says he should not pay because he did not attend the party. However, Mr. St. Germain also submits that he "showed up late". So, I find he did attend eventually and likely had pizza. Given this, I order Mr. St. Germain to pay one-eighth of the pizza receipt. This equals \$10.35. Mr. Maisey claims \$18.40 for the pizza but I find this higher amount unsupported by the evidence.

The Lighthouse Dinner

30. Mr. Maisey claims \$135.93 for the Lighthouse dinner. Mr. St. Germain acknowledges having a meal at the Lighthouse. He says that a teammate insisted on paying for Mr. St. Germain's meal. However, I find this unsupported by any evidence.

31. Mr. Maisey provided a receipt for \$314.55. The spreadsheet indicates JF paid it, and that \$135.93 of the sum was for Mr. St. Germain's food. As before, I find it likely Mr. Maisey reimbursed JF this amount. Mr. St. Germain does not dispute ordering food of that amount, so I order him to pay this amount to Mr. Maisey.

32. In summary, I order Mr. St. Germain to pay Mr. Maisey a total of \$1,004.46 (\$230.75 + \$584.53 + \$42.90 + \$10.35 + 135.93). The *Court Order Interest Act* applies to the CRT. Mr. Maisey is entitled to pre-judgment interest on the debt award from

November 8, 2021, the date GP emailed Mr. St. Germain for reimbursement, to the date of this decision. This equals \$8.06.

33. 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. Mr. Maisey proved most of his claims. So, I find he is entitled to reimbursement of \$125 in CRT fees. The parties did not claim any specific dispute-related expenses.

ORDERS

34. Within 30 days of the date of this order, I order Mr. St. Germain to pay Mr. Maisey a total of \$1,137.52, broken down as follows:
- a. \$1,004.46 in debt,
 - b. \$8.06 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
35. Mr. Maisey is entitled to post-judgment interest, as applicable.
36. 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.

David Jiang, Tribunal Member