



# Civil Resolution Tribunal

Date Issued: November 15, 2022

File: SC-2022-003179

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Redford v. Redford*, 2022 BCCRT 1237

BETWEEN:

JULIE REDFORD

**APPLICANT**

AND:

JAMES MARK REDFORD

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Kristin Gardner

## INTRODUCTION

1. This dispute is about an alleged breach of contract.
2. The applicant, Julie Redford, and the respondent, James Mark Redford, are former spouses. Ms. Redford says that Mr. Redford breached an agreement he made to pay

her \$1,250 per month between February and June 2022. Ms. Redford claims a total of \$2,500 for the May and June payments she says Mr. Redford failed to pay.

3. Mr. Redford admits that he agreed to pay Ms. Redford \$1,250 per month but says it was an informal “agreement in principle” that does not qualify as a contract. Mr. Redford says that he could not afford to pay in May and June. Mr. Redford says that he later paid Ms. Redford \$1,250 after she filed this dispute, and that he intends to pay the outstanding balance when he can afford to do so.
4. The parties are each self-represented.

## **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. 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.
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. As referenced above, the parties are former spouses. It is undisputed the parties previously signed a separation agreement, though a copy of that agreement is not before me. Generally, the *Family Law Act* says the BC Supreme Court (BCSC) has exclusive jurisdiction to make orders about child and spousal support payments and about the division of family property and family debt. It is undisputed I have no jurisdiction to make any order about child and spousal support and neither party seeks such an order.
10. I also find Ms. Redford is not seeking an order dividing family property or family debt, nor is she seeking to set aside the parties' separation agreement. Rather, I find that this is a debt claim arising from a breach of an alleged agreement she says the parties made after they signed the separation agreement. I find the CRT can decide this claim under its small claims jurisdiction over debt and damages. Noting that neither party objects to the CRT being the proper forum, I find it is appropriate for the CRT to resolve this dispute.

## **ISSUES**

11. The issues in this dispute are:
  - a. Is there an enforceable contract between the parties?
  - b. If so, did Mr. Redford breach the parties' contract?
  - c. What is the appropriate remedy?

## **EVIDENCE AND ANALYSIS**

12. In a civil proceeding like this one, the applicant Ms. Redford must prove her claims on a balance of probabilities (meaning "more likely than not"). I have read all of the

parties' evidence and submissions, but I refer only to what I find is necessary to explain my decision.

13. The background facts are undisputed. In February 2022, the parties exchanged text messages and had verbal discussions about Mr. Redford making monthly payments to Ms. Redford, outside any support payments required under the parties' separation agreement. I find it is unnecessary to detail the reasons for the payments.
14. Initially, Mr. Redford agreed to pay Ms. Redford \$1,250 per month for February, March, and April 2022. In a March 16, 2022 email, Mr. Redford stated he was willing to extend this agreement to May and June 2022. Mr. Redford admits that he agreed to make these payments to Ms. Redford, but as noted, he says his agreement does not qualify as a contract.
15. Verbal contracts are enforceable just like written contracts are, but their terms can be harder to prove. For a valid contract to exist, the parties must have a "meeting of the minds". This means that both parties must agree on all essential terms and those terms must be clear enough to give a reasonable degree of certainty. The parties must both intend to be bound by these essential terms. There must also be an offer by one party that is accepted by the other, plus valuable "consideration", which is the payment of money or something else of value (see the discussion on contract formation in *Redfern Resources Ltd. (Re)*, 2012 BCCA 189 and *Fairchild Developments Ltd. v. 575476 BC Ltd.*, 2020 BCCA 123).
16. On the evidence before me, noting that Mr. Redford does not dispute it, I find the parties agreed that Mr. Redford would pay Ms. Redford \$1,250 per month between February and June 2022. I find that this was an enforceable contract, as the required elements of an offer, acceptance, and consideration were met, and the terms were sufficiently certain. Contrary to Mr. Redford's position, I find it was unnecessary for the parties' agreement to be reduced to a signed written contract with definitions and dispute resolution provisions.

17. It is undisputed that Mr. Redford made the agreed monthly \$1,250 payments to Ms. Redford in February, March, and April. However, Mr. Redford says he could not afford to make the payments in May and June. I find Mr. Redford's failure to make the agreed payments in May and June 2022 was a breach of the parties' agreement.
18. As noted, Mr. Redford submits that he later paid Ms. Redford \$1,250 after she started this CRT dispute, and that he intends to make additional payments when he can. Given this, I asked the parties to provide further submissions about Mr. Redford's alleged payments toward the outstanding balance. Ms. Redford confirmed that Mr. Redford paid her \$1,250 in August, and the amount currently outstanding is \$1,250. Mr. Redford says he agrees to pay the outstanding \$1,250 at the end of this month when he can afford to do so.
19. I find Mr. Redford's ability to pay does not impact Ms. Redford's right to an order for the proven debt. So, I order Mr. Redford to pay Ms. Redford \$1,250 on the terms set out below.
20. The *Court Order Interest Act* applies to the CRT. However, Ms. Redford says she is not pursuing interest on the claimed amount. So, I make no order for interest.
21. 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 Ms. Redford is entitled to reimbursement of \$125 in CRT fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

22. Within 21 days of the date of this order, I order Mr. Redford to pay Ms. Redford a total of \$1,375, broken down as follows:
  - a. \$1,250 in debt, and
  - b. \$125 in CRT fees.

23. Ms. Redford is entitled to post-judgment interest, as applicable.

24. 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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Kristin Gardner, Tribunal Member