



# Civil Resolution Tribunal

Date Issued: December 9, 2022

File: SC-2022-003158

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lee v. Iskander*, 2022 BCCRT 1329

BETWEEN:

SANDY HONG LEE

**APPLICANT**

AND:

MICHAEL RENE ISKANDER

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Micah Carmody

## INTRODUCTION

1. This dispute is about expenses for a cat. The applicant, Sandy Hong Lee, took ownership of a cat that previously belonged to her ex-husband, the respondent Michael Rene Iskander.

2. Ms. Lee says the BC Society for the Prevention of Cruelty to Animals (SPCA) asked her to take care of the cat, Disko, and she agreed. She says Disko urgently needed veterinary treatment, grooming, and essential supplies. Ms. Lee seeks an order for \$4,000, representing 50% of what she has paid and expects to pay in the future for Disko's care. Ms. Lee represents herself.
3. Mr. Iskander says he only agreed that Disko could stay with Ms. Lee temporarily while he was out of the province, not permanently. However, he does not seek an order that Ms. Lee return Disko to him. Mr. Iskander does not agree that he is responsible for half the cost of Disko's care and supplies. He says the claim should be dismissed. Mr. Iskander represents himself.
4. As I explain below, I dismiss Ms. Lee's claim.

## **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.

### ***Family Law Act***

9. The law treats pets as property. Under the *Family Law Act* (FLA), the BC Supreme Court has exclusive jurisdiction to make orders about the division of family property and family debt. The parties were divorced 9 years ago and have a child together. Although Ms. Lee at times refers to Disko as the child's cat, she also says that Mr. Iskander purchased Disko after their divorce, and that Disko always lived with Mr. Iskander. So, I find Disko was Mr. Iskander's property and not family property under the FLA. I find the CRT can decide this claim under its small claims jurisdiction over debt and damages. Bearing in mind the CRT's mandate to provide accessible and economical dispute resolution, I find it is appropriate for the CRT to resolve this dispute.

### **ISSUE**

10. The issue in this dispute is whether Mr. Iskander is required to pay for some or all of Disko's expenses.

### **EVIDENCE AND ANALYSIS**

11. As the applicant in this civil proceeding, Ms. Lee must prove her claims on a balance of probabilities, meaning more likely than not. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain my decision.
12. Some of the background information the parties provided is difficult to reconcile. For the most part, it is not necessary to make findings of fact about these issues to

determine the outcome of this dispute, so I have simply summarized the parties' background evidence.

13. As noted above, Ms. Lee and Mr. Iskander have been divorced for 9 years and have a child from the marriage. Recently, the child has lived with Ms. Lee.
14. Ms. Lee says in November 2021, the child began asking about Disko. Mr. Iskander lived in a condo building at the time. Ms. Lee asked Mr. Iskander's neighbour to check on Disko. She says the neighbour did not think anyone had been home for a while and was surprised there was a cat in Mr. Iskander's suite because the strata corporation did not allow pets. Ms. Lee called the SPCA. On November 28, the SPCA took Disko from Mr. Iskander's suite.
15. Mr. Iskander says he was visiting family in Ontario and his roommate was taking care of Disko. Despite this, he accepted the SPCA's offer to take Disko to a pet hotel until he returned. He says Ms. Lee later told the SPCA she would take Disko and he agreed, knowing Disko was comfortable with the child. He says he expected to get Disko back when he returned. However, Mr. Iskander does not say whether he attempted to recover Disko through the SPCA or from Ms. Lee.
16. It is undisputed that Disko has been in Ms. Lee's care since December 20, 2021. Ms. Lee says, and I accept, that the SPCA asked her if she would take permanent ownership of Disko.
17. Presently, Mr. Iskander lives in Ontario. He says he misses Disko but is comforted knowing that Disko is with the child. He does not seek an order for Disko's return. With that, I find the parties agree that Ms. Lee is now Disko's rightful owner, and has been so since December 20, 2021.
18. Ms. Lee incurred numerous expenses for Disko from December 20, 2021 onward, including veterinary care, grooming and a pet deposit she paid her landlord. Ms. Lee asserts that Mr. Iskander is responsible for half of these costs, but does not set out any legal basis for this assertion. She argues that she had no choice but to take Disko. While I accept that she felt an ethical or moral obligation to take Disko, I find Ms. Lee

voluntarily took on ownership of Disko on a permanent basis. I find that by agreeing to adopt Disko from the SPCA, Ms. Lee accepted responsibility for the ongoing costs of Disko's care. There is no evidence of an agreement to share such costs with Mr. Iskander. It follows that I dismiss Ms. Lee's claim.

19. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to recover their CRT fees and reasonable dispute-related expenses. Neither party paid CRT fees or claimed dispute-related expenses, so I make no order.

## **ORDER**

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

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Micah Carmody, Tribunal Member