



Civil Resolution Tribunal

Date Issued: December 20, 2022

File: SC-2022-002773

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Kassam v. Meilen-Ramsay* 2022 BCCRT 1357

BETWEEN:

KHALIL KASSAM

APPLICANT

AND:

JAMIE MEILEN-RAMSAY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. The applicant, Khalil Kassam, and the respondent, Jamie Meilen-Ramsay, were in a romantic relationship that ended around January 10, 2022. Mr. Kassam says during their relationship Ms. Meilen-Ramsay stole his belongings including a Cartier ring, a

Burberry dress, Louboutin shoes, and Free People clothing. He claims \$2,688 for the ring, \$1,086.40 for the dress, \$819.75 for the shoes, and \$311.47 for the clothing, which total \$4,905.62 as the value of these items.

2. Ms. Meilen-Ramsay denies these items belong to Mr. Kassam. She says Mr. Kassam gave her the ring, the dress, the shoes, and the other clothing as gifts during their relationship. She says at various times during the relationship Mr. Kassam demanded she return these items. Ms. Meilen-Ramsay says she offered to return them, but the parties could not agree on terms under which she would be willing to return the items and Mr. Kassam would be willing to accept them.
3. Mr. Kassam is self-represented. Ms. Meilen-Ramsay is represented by a lawyer, Morgan Camley.

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. Some of the evidence in this dispute amounts to a "he said, she 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.

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 do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

Preliminary Issues

8. Ms. Meilen-Ramsay initially claimed \$70,313.49 for legal fees and unspecified searches. However, she later withdrew these claims, so I have not considered them in this decision.
9. Ms. Meilen-Ramsay submitted 3 pieces of evidence that I was unable to view. Ms. Meilen-Ramsay was given an opportunity to resubmit the documents and she did so. Mr. Kassam was given an opportunity to respond to the resubmitted evidence, and he did so. Since Mr. Kassam had an opportunity to respond, I find he has not been prejudiced. So, I have considered Ms. Meilen-Ramsay's resubmitted evidence and Mr. Kassam's response in my decision.
10. Both parties' written argument and evidence refer to settlement discussions. CRT rule 1.11 says that communications made attempting to settle claims by agreement in the CRT process are confidential and must not be disclosed to a tribunal member. CRT rule 1.11 exists to encourage settlement by allowing parties to make admissions without fear that those admissions will end up as evidence in a later hearing. However, if the parties agree, settlement discussions may be disclosed. Here, I have

no evidence the parties explicitly agreed to disclosure. So, given the confidential nature of these discussions and the absence of an agreement, I have not considered these discussions in reaching my decision.

11. In written argument and without admitting liability, Ms. Meilen-Ramsay makes a further settlement offer to Mr. Kassam about the return of the claimed items. Mr. Kassam says the items have been damaged so he seeks reimbursement instead. Based on this response, I find Mr. Kassam rejects Ms. Meilen-Ramsay's offer. So, I find the parties have not reached a binding settlement agreement and I consider Mr. Kassam's claims on their merits below.

ISSUE

12. The issue in this dispute is whether Mr. Kassam gifted the Cartier ring, the Burberry dress, the Louboutin shoes, and the Free People clothing to Ms. Meilen-Ramsay.

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, Mr. Kassam as the applicant must prove his claims on a balance of probabilities. I discuss the impact of the law of gifts on the burden of proof below. I have read all the parties' submissions and evidence but refer only to the evidence and argument I find relevant to provide context for my decision.
14. Mr. Kassam says his claims against Ms. Meilen-Ramsay for the loss of the claimed items are based on the tort of conversion. The tort of conversion requires Mr. Kassam to prove Ms. Meilen-Ramsay committed a wrongful act involving handling, disposing, or destroying Mr. Kassam's personal property, and that the act was intended to or actually interfered with his right or title to the property (see *Li v. Li*, 2017 BCSC 1312 at paragraph 214).
15. Ms. Meilen-Ramsay argues Mr. Kassam gifted all the claimed items to her during their relationship, so they are not his personal property. Under the law of gifts, the person who received the alleged gift must establish it was intended to be a gift, and that they

accepted the gift when the giver transferred it to them (see *Pecore v. Pecore*, 2007 SCC 17). The evidence should show the giver's intention to make a gift was inconsistent with any other intention (see *Lundy v. Lundy*, 2010 BCSC 1004).

The Cartier ring

16. In March 2021, Mr. Kassam began sending Ms. Meilen-Ramsay messages indicating he had gotten her something from Cartier. An April 13, 2021 Cartier receipt submitted by Mr. Kassam shows he bought a white gold Cartier love ring for \$2,688. The ring's packaging list includes gift wrapping, engraving and a gift note stating, "Dear Jamie, Thank for being such a special person to me! Love, Khalil" (reproduced as written). Pictures of the ring submitted by Ms. Meilen-Ramsay show it is engraved with the words "Jamie" and "Love KK". For the reasons below, I find it likely Cartier engraved the ring with those words.
17. Mr. Kassam asserts the only ring engraving he purchased from Cartier was for the letters "KK" which are his initials. In support of his assertion, he relies on an email he says is from Cartier confirming the same. Ms. Meilen-Ramsay argues Mr. Kassam fabricated this email. She points to several factors in support of this argument, most notably the email's October 22, 2022 date, which is later than October 11, 2022 when Mr. Kassam uploaded the email to the CRT evidence portal. For this reason alone, I find Mr. Kassam likely fabricated the email and I place no weight on it.
18. On April 14, 2021, Mr. Kassam and Ms. Meilen-Ramsay exchanged a series of Instagram messages. The messages show around 7:42 pm, Mr. Kassam wrote "I have a little something I got you" and the parties arranged to meet. Then around 9:43 pm he wrote "That's not how u wanted to give it to you But [H] was here Sorry" (reproduced as written). Ms. Meilen-Ramsay responded "Don't be sorry at all! I love it either way [emoticon] Grinning ear to ear still". Mr. Kassam then wrote "Aww I'm glad u liked it. I didn't know what to get u. Tbh I ordered so much stuff for you".
19. Ms. Meilen-Ramsay says the "little something" in the messages is the ring and that is what Mr. Kassam gave her. Mr. Kassam claims it is not the ring but instead is a pair

of earrings. He says H is his driver and that H was present when Mr. Kassam gave Ms. Meilen-Ramsay the earrings. But Mr. Kassam has not provided any evidence, such as a witness statement from H or other corroborating information that what he gave Ms. Meilen-Ramsay on April 14, 2021 was earrings and not the ring. Where a party fails to provide relevant evidence without a reasonable explanation, the CRT may draw an adverse inference. An adverse inference is where the CRT assumes a party failed to provide relevant evidence because the missing evidence would not have supported their case. I find an adverse inference is appropriate here because whether Mr. Kassam gave Ms. Meilen-Ramsay the ring on April 14, 2021 is clearly at issue. I note also in the message exchange both parties referred to the item as “it” as in a singular ring and not “they” as in plural earrings. So, I find Mr. Kassam transferred the Cartier ring to Ms. Meilen-Ramsay on April 14, 2021.

20. Messages between the parties during the months between April 14, 2021 and the end of their relationship in January 2022 show at various times, usually during an argument, Mr. Kassam demanded that Ms. Meilen-Ramsay return the ring. There is no evidence Mr. Kassam told Ms. Meilen-Ramsay at the time he transferred the ring to her she must return it if the parties argued or if the relationship ended. The evidence shows sometimes Mr. Kassam referred to the ring as his and sometimes he referred to it as a gift he gave Ms. Meilen-Ramsay. On at least two occasions, he referred to it in messages to Ms. Meilen-Ramsay as “ur Carter ring” (reproduced as written) and said “[you] took gifts like a Cartier ring shoes and dresses”. In his submissions, Mr. Kassam also referred to the ring as his sister’s. I find Mr. Kassam was inconsistent about who he said owns the ring. On the other hand, the evidence shows Ms. Meilen-Ramsay consistently referred to the ring as a gift from Mr. Kassam.
21. Mr. Kassam submitted a December 15, 2021 email allegedly from Ms. Meilen-Ramsay reading “I will keep your sisters ring.” (reproduced as written). Ms. Meilen-Ramsay submitted a sworn affidavit that she did not send that December 15, 2021 email. I note Mr. Kassam submitted the email after Ms. Meilen-Ramsay’s evidence had been uploaded to the CRT evidence portal. He does not explain why he did not or could not submit the email at the same time he submitted his earlier evidence.

Since the email contains a clear admission and is dated December 2021, if it were genuine I find it unlikely Mr. Kassam would have waited as he did to submit it. So, I find Ms. Meilen-Ramsay likely did not send the email as Mr. Kassam alleges.

22. Ms. Meilen-Ramsay says she attempted to return the ring to Mr. Kassam on several occasions, and on one occasion successfully returned it only for Mr. Kassam to give it back to her later. The evidence supports this. For example, a September 23, 2021 email from Ms. Meilen-Ramsay to Mr. Kassam states “As I have said before, any items you wish to have returned or wish to return to me can be done through either your sister or my brother.” However, I find these attempts were made without any admission that the ring was Mr. Kassam’s personal property, but to prevent an argument from escalating further or to bring about a cordial end to the relationship. I say this because text and other messages between the parties on social media submitted by Ms. Meilen-Ramsay show when Mr. Kassam asked for the ring back, his demand was accompanied by allegations Ms. Meilen-Ramsay mistreated or wronged him, and descriptions of what Mr. Kassam intended to do to Ms. Meilen-Ramsay in return if she did not return it.
23. On the totality of the evidence before me, I find Mr. Kassam gave Ms. Meilen-Ramsay the engraved Cartier ring with the sole intention of making it a gift, and she accepted it. I find Mr. Kassam’s characterization of the ring as his personal property after he gifted it to Ms. Meilen-Ramsay was an attempt to revoke the gift. Once someone has made a true gift to another person, the gift cannot be revoked (see *Bergen v. Bergen*, 2013 BCCA 492). So, I find the ring is Ms. Meilen-Ramsay’s personal property, and she does not have to reimburse Mr. Kassam for it.

The Burberry dress

24. Mr. Kassam says he bought the dress for his sister in May 2021 and relies on a September 26, 2022 email from his sister in support of his assertion. In the email Mr. Kassam’s sister stated Ms. Meilen-Ramsay stole the Cartier ring, the Burberry dress and the Free People Clothing from Mr. Kassam, without providing evidence. Mr. Kassam’s sister also wrote he purchased the items “with the intention of giving them

to me, he sister” (reproduced as written), but there is no explanation for why Mr. Kassam’s sister believed that was his intention. I find the only way Mr. Kassam’s sister is likely to have thought that Mr. Kassam bought the items for her, including the Burberry dress, and that Ms. Meilen-Ramsay stole them is if he told her that. So, I find this email submitted by Mr. Kassam self-serving and unpersuasive.

25. An undated text message from Mr. Kassam to Ms. Meilen-Ramsay reads “If I win I’m buying you that Dior bag and the Burberry dress haha”. Other messages confirm Mr. Kassam bought Ms. Meilen-Ramsay a dress and the evidence suggests he had it altered to fit her. The messages also indicate Mr. Kassam was “thinking of a cute pair of white sneakers to match the dress I got you [...] I was gonna look for shoes for u to match ur dress” (reproduced as written). Although the other messages do not specifically mention the **Burberry** dress (my bold emphasis), Mr. Kassam does not dispute that is what was being discussed in the texts, so I find the Burberry dress is the dress referred to in the messages. Photos in evidence show Ms. Meilen-Ramsay wearing the Burberry dress on different occasions, including in Mr. Kassam’s home and on holiday with him.
26. On balance, I find the evidence proves the dress was a gift. Again, I find Mr. Kassam’s characterization of the dress as his or his sister’s an attempt to revoke the gift. So, I find the Burberry dress is Ms. Meilen-Ramsay’s personal property, and she does not have to reimburse Mr. Kassam for it.

The Louboutin shoes and the Free People clothing

27. Mr. Kassam says he bought the Louboutin shoes and the Free People clothing for his sister when he and Ms. Meilen-Ramsay were on a trip to Hawaii. Receipts confirm he purchased these items in Honolulu in December 2021. Mr. Kassam says Ms. Meilen-Ramsay stole the shoes and the clothing from his suitcase.
28. Text messages between the parties prior to the trip show Mr. Kassam intended the ticket to Hawaii as a gift that Ms. Meilen-Ramsay accepted. They also show Mr. Kassam asking for the opportunity to give Ms. Meilen-Ramsay a Christmas gift in

Honolulu. An audio clip of the parties arguing in Hawaii records Ms. Meilen-Ramsay agreeing the shoes were Mr. Kassam's. However, the clip goes on to record Mr. Kassam offering to reimburse Ms. Meilen-Ramsay if she returns "everything" to him. I find everything includes the Free People clothing because in earlier text message exchanges Mr. Kassam requested Ms. Meilen-Ramsay "Drop back everything. Dresses clothes everything" and "Then give everything back Money, gifts everything." I find the recording generally supports Ms. Meilen-Ramsay's position that she offered to return the claimed items to Mr. Kassam to avoid arguments escalating. This is because a second audio clip records the parties arguing further and Ms. Meilen-Ramsay calling security because she feared for her safety. In contrast, I find Mr. Kassam's offer to reimburse Ms. Meilen-Ramsay wholly inconsistent with his claims to the shoes and the clothing.

29. I find on the evidence before me Mr. Kassam intended the shoes and clothing as gifts to Ms. Meilen-Ramsay. So, I find the Louboutin shoes and Free People clothing are Ms. Meilen-Ramsay's personal property, and Mr. Kassam is not entitled to reimbursement.
30. For these reasons, I conclude Ms. Meilen-Ramsay has proved all the claimed items were gifts. So, I find Mr. Kassam has not proved his claim under the tort of conversion, or otherwise, since the items are Ms. Meilen-Ramsay's personal property. I dismiss Mr. Kassam's claims.

CRT FEES AND EXPENSES

31. 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. Kassam was unsuccessful, so I dismiss his claim for CRT fees. Ms. Meilen-Ramsay paid no CRT fees. However, she seeks reimbursement of an \$11.69 courier fee. I find the courier fee a reasonable dispute-related expense. I order Mr. Kassam to pay Ms. Meilen-Ramsay \$11.69.

ORDERS

32. I order that within 14 days of the date of this order, Mr. Kassam pay Ms. Meilen-Ramsay \$11.69 for dispute-related expenses.
33. Ms. Meilen-Ramsay is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
34. I dismiss Mr. Kassam's claims.
35. 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.

Megan Stewart, Tribunal Member