



Civil Resolution Tribunal

Date Issued: February 13, 2024

File: SC-2022-008769

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Simple Moves North Shore Movers Inc. v. Cummings*, 2024 BCCRT 140

BETWEEN:

SIMPLE MOVES NORTH SHORE MOVERS INC.

APPLICANT

AND:

THOMAS ROBERT CUMMINGS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

DECISION

1. This dispute is about an unreturned uniform. Simple Moves North Shore Movers Inc. says its former employee, Thomas Robert Cummings, refused to return their uniform, and claims \$51.10 as the uniform's replacement cost.
2. The respondent says the uniforms were previously used and in poor condition, but that the applicant's manager, N, told him to keep the uniform in any event.

3. The applicant is represented by its owner. The respondent represents themselves.
4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act (CRTA)*. Section 2 of the CRTA says 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. The CRT must also be proportional. Bearing all this in mind, I decided this dispute through the written materials before me.
5. These are the CRT's formal written reasons. Given the above mandate and this dispute's low value and limited evidence, my reasons are shorter than they otherwise would be. That said, I reviewed all the evidence and submissions the parties provided.
6. The applicant employed the respondent for some time, and undisputedly provided the respondent with 2 t-shirts and a sweatshirt. The parties' employment relationship ended, for reasons that are not before me, and the applicant asked the respondent to return the uniform. The respondent initially agreed to return the items, but the parties ultimately could not agree on how the uniform would be returned. In one of the last text messages between the parties, the applicant's manager, N, told the respondent "don't worry about it" and "if it's that important to you then you keep them", referring to the uniform. The applicant says N only said that out of frustration, and that the applicant's owner "repealed that" and again asked for the uniform back.
7. In law, anytime a person voluntarily gives another person something without receiving or expecting anything in return, it is considered a gift. Under the law of gifts, the respondent must prove that the applicant intended the uniform to be a gift, and that the respondent accepted the gift. Once a person gives a gift, the gift cannot be revoked (see: *Pecore v. Pecore*, 2007 SCC 1).
8. Here, I am satisfied that N, acting as agent for the applicant, gifted the uniform to the respondent. Whether it was out of frustration or not, I find the text message is unambiguous in that it said the respondent could keep the uniform. Because I find the applicant's employee gifted the uniform to the respondent, the applicant's owner

cannot then revoke the gift or make the respondent pay for it. On that basis, I dismiss the applicant's claim.

9. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As the applicant was not successful, I dismiss its claim for reimbursement of tribunal fees. The respondent did not pay tribunal fees or claim dispute-related expenses.

ORDER

10. The applicant's claims, and this dispute, are dismissed.

Andrea Ritchie, Vice Chair