



Civil Resolution Tribunal

Date Issued: March 15, 2024

File: SC-2023-001259

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Rowlands v. Jukic*, 2024 BCCRT 273

BETWEEN:

DENISE MAY ROWLANDS

APPLICANT

AND:

RAMO JUKIC and ABC NEW MOVE LTD.

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. This dispute is about an alleged theft.
2. The respondent Ramo Jukic is the applicant Denise May Rowlands' former landlord. It is undisputed that Mr. Jukic evicted Ms. Rowlands, and hired a bailiff to remove her

belongings from the rental property. The bailiff then hired the other respondent, ABC New Move Ltd. (ABC) to move Ms. Rowlands' belongings out.

3. Ms. Rowlands says that during the move, the respondents stole some of her possessions, including gemstones, jewellery, crystal and glass items, a laptop, and a vacuum cleaner. Ms. Rowlands says the stolen items were worth over \$5,000, but she has limited her claim to \$5,000 to fit within the Civil Resolution Tribunal (CRT) monetary limit for small claims disputes. Ms. Rowlands is self-represented in this dispute.
4. Mr. Jukic denies all allegations of theft. He says Ms. Rowlands filed this dispute as retribution for the eviction. Mr. Jukic is also self-represented.
5. ABC did not file a Dispute Response Form, or otherwise participate in this dispute, so is technically in default. I discuss this further in my reasons below.
6. For the reasons set out below, I dismiss Ms. Rowlands' claims and this dispute.

JURISDICTION AND PROCEDURE

7. These are the CRT's formal written reasons. The CRT has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act (CRTA)*. CRTA section 2 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.
8. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
9. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

ISSUE

10. Is Ms. Rowlands entitled to reimbursement of \$5,000 for items allegedly stolen?

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, Ms. Rowlands, as applicant, must prove her claims on a balance of probabilities. I have read the parties' submitted evidence and arguments, but refer only to what I find relevant to provide context for my decision.

12. As explained above, Ms. Rowlands says the respondents stole over \$5,000 in personal possessions while moving her belongings out of the rental property. I find Ms. Rowlands has not proved this claim. She did not provide evidence showing that she owned the claimed items, including the jewelry and gemstones. She provided no specific evidence establishing that either respondent, or their agents, stole the items. Most importantly, she provided no evidence establishing the value of any of the items, such as purchase receipts or appraisal records.

13. So, I find Ms. Rowlands' claims are unproven.

14. Under CRT rule 4.3(1), the CRT may assume that a respondent in default is liable for the claim against it. As explained above, ABC is technically in default in this dispute. However, having reviewed the documents before me, I note that the address at which the Dispute Notice was served does not exactly match ABC's registered address on the BC Company Summary. So, it may be that ABC did not receive the Dispute Notice, and is not actually in default.

15. I find it unnecessary to re-serve ABC with the Dispute Notice, because as explained above, Ms. Rowlands did not provide sufficient evidence to prove her claims in any event. For the same reason, I find it would be inappropriate to find ABC liable even if it is in default.

16. For these reasons, I dismiss Ms. Rowlands' claims and this dispute.

17. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Ms. Rowlands paid no CRT fees. No party claimed dispute-related expenses, so I order no reimbursement.

ORDER

18. I dismiss Ms. Rowlands' claims and this dispute.

Kate Campbell, Tribunal Member