



Civil Resolution Tribunal

Date Issued: March 28, 2024

File: SC-2023-005591

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hanson v. Ronan*, 2024 BCCRT 320

BETWEEN:

DONNA HANSON

APPLICANT

AND:

JON RONAN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. This dispute is about compensation for broken windows.

2. The applicant, Donna Hanson, says the respondent, Jon Ronan¹, deliberately broke her house window and car windshield after a dispute about a debt. In her dispute application, Ms. Hanson requested \$2,500 in damages, including 2 days she took off work to deal with the breakage. In her later submission, Ms. Hanson requested \$3,680.96 in damages.
3. Jon Ronan says they did not break Ms. Hanson's windows, and is not responsible for any damages.
4. The parties are each self-represented.
5. For the reasons set out below, I dismiss Ms. Hanson's claim.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). 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.
7. 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.
8. 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.

¹ The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure that the CRT addresses them respectfully. Jon Ronan did not provide pronouns or a title, so I respectfully use the pronoun "them" for Jon Ronan in this decision.

ISSUE

9. Is Ms. Hanson entitled to damages for broken windows, and if so, how much?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Ms. Hanson, as the 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.

11. Jon Ronan did not provide evidence in this dispute, although they had the opportunity to do so.

12. The evidence before me indicates that Jon Ronan did some unspecified work for Ms. Hanson. The work involved plumbing, electrical work, and replacing a faucet. The parties negotiated a price via text messages. Jon Ronan sent a text setting out labour and materials costs, and the parties agreed Ms. Hanson would pay \$919. In a later undated text, Jon Ronan said they were angry that they had not received the money. Ms. Hanson replied that she had sent an e-transfer.

13. Ms. Hanson provided photos showing the broken house window and car windshield. She says Jon Ronan deliberately broke the windows because they were angry about their mistaken belief that Ms. Hanson had not paid for the work. Jon Ronan denies this.

14. For the following reasons, I find Ms. Hanson has not proved that Jon Ronan broke the windows.

15. Ms. Hanson says the following facts show that Jon Ronan broke the windows:

- When Jon Ronan picked up their tools, they pushed her daughter out of the way and yelled, "move."

- At 2:00 am, Ms. Hanson heard a crash. When she ran to the window, she saw a “dark figure” of Jon Ronan’s height and weight, carrying something long and skinny, walking past. She then saw a white truck drive by.
 - There were a few scuffed footprints in the snow, consistent with work boots.
 - Jon Ronan’s text messages stopped immediately after the windows were smashed. Before that, Jon Ronan was texting, asking for money.
16. I find this evidence is circumstantial, and does not prove Jon Ronan broke the windows. Ms. Hanson does not say she saw Jon Ronan that night, and provided no witness statement from anyone who did see Jon Ronan. The fact that she saw someone of a similar height and weight is not sufficient to establish that it was Jon Ronan.
17. Also, many people wear work boots, particularly in the snow, so I find this is not evidence that Jon Ronan broke the windows.
18. Ms. Hanson only provided evidence of one text exchange with Jon Ronan, in which Jon Ronan said they were angry. Jon Ronan did not make a threat, and there is no evidence before me showing repeated texting. In fact, the single screenshot in evidence before me showing the texts indicates that Jon Ronan stopped texting after Ms. Hanson said she sent an e-transfer. So, I find the text messages do not support the conclusion that Jon Ronan broke the windows.
19. Ms. Hanson said the police came to her house after the windows were broken, but there is no evidence before me about whether the police investigated, or what they concluded.
20. Ms. Hanson also says the windshield glass repairer told her that it looked like someone had smashed the windshield with a 2 x 4 board. This is hearsay. Although hearsay evidence is admissible in CRT disputes, I find Ms. Hanson’s statement about what the glass repairer said unpersuasive. First, Ms. Hanson is not neutral. Second, there is no statement from the glass repairer, or anyone else, confirming the

conversation. Third, the glass repairer's opinion about what broke the windshield is speculative. Fourth, even if the windshield was broken by a 2 x 4 board, anyone can access this type of board. So, I find this does not prove Jon Ronan broke any windows.

21. Even if I had found Ms. Hanson proved Jon Ronan broke the windows, I would not have ordered all the claimed damages. Ms. Hanson provided no estimates or invoices showing how much the repairs would cost, or did cost. Also, Ms. Hanson claims \$1,500 for emotional distress. As discussed in the non-binding but persuasive decision of *Eggberry v. Horn et al*, 2018 BCCRT 224, a claim for emotional distress must be supported by medical evidence to be successful. Ms. Hanson provided a letter from a doctor stating she had severe anxiety. However, the letter does not say what caused the anxiety, and does not mention the glass-breaking incident. So, I find Ms. Hanson has not proved that the glass-breaking incident caused her emotional distress.
22. 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. Neither party paid CRT fees, and Jon Ronan claims no dispute-related expenses. As Ms. Hanson was unsuccessful, I dismiss her claim for reimbursement of legal fees. Also, I would not order reimbursement in any event, for 2 reasons. First, Ms. Hanson provided no proof of paid fees. Second, under CRT Rule 9.5(3), the CRT will only order reimbursement of legal fees in extraordinary circumstances, which I find do not exist here.

ORDER

23. I dismiss Ms. Hanson's claims and this dispute.

Kate Campbell, Tribunal Member