



# Civil Resolution Tribunal

Date Issued: April 24, 2024

File: SC-2023-003485

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Petras v. Steeghs*, 2024 BCCRT 400

B E T W E E N :

DAWN MARIE PETRAS

**APPLICANT**

A N D :

JOHN ANTHONY STEEGHS

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Kate Campbell

## INTRODUCTION

1. The applicant, Dawn Marie Petras, says the respondent, John Anthony Steeghs, is her former common law spouse. Ms. Petras says that over 3 years after they separated, Mr. Steeghs took \$3,275 from her Royal Bank account, without her permission. Ms. Petras seeks repayment of \$3,275. Ms. Petras says she did not

realize until after Mr. Steeghs took the money out that the Royal Bank account was a joint account, and she had forgotten he had a bank card to access it.

2. Mr. Steeghs says this Royal Bank account was not mentioned at the time of the parties' 2019 separation agreement. Mr. Steeghs says the bank contacted him and informed him about the account. He says he did not know it was a joint account, so he obtained a bank card and used the \$3,275 to pay his credit card. Mr. Steeghs says he did nothing wrong, and was entitled to the \$3,275.
3. The parties are each self-represented.
4. For the reasons set out below, I find in favour of Ms. Petras in this dispute, and order Mr. Steeghs to repay the \$3,275.

## **JURISDICTION AND PROCEDURE**

5. 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.
6. 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.
7. 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.

## ***Family Law Act***

8. Under the *Family Law Act*, the BC Supreme Court has exclusive jurisdiction to make orders about the division of family property and family debt, and to set aside agreements about property and debt division.
9. I find Ms. Petras is not seeking an order dividing family property or family debt, and she is not trying to set aside the parties' separation agreement. Rather, I find this is a debt claim arising from an event almost 3 years after the separation agreement was signed. So, I find the CRT can decide this claim under its small claims jurisdiction over debt and damages. Bearing in mind the amount at stake and the CRT's mandate to provide accessible and economical dispute resolution, and the fact that neither party disputed the CRT's jurisdiction to decide Ms. Petras' claim, I find it is appropriate for the CRT to resolve this dispute.

## **ISSUE**

10. Is Ms. Petras entitled to repayment of \$3,275?

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, Ms. Petras, as the applicant, must prove her claim 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. Mr. Steeghs did not provide evidence in this dispute, despite having the opportunity to do so.
13. The parties agree that Mr. Steeghs transferred \$3,275 out of the Royal Bank account. The bank statement evidence shows this transfer occurred on November 21, 2022. \$3,275 was almost the entire balance of the account. After the transfer, only \$1.95 remained.

14. In this dispute, Ms. Petras relies on the terms of a separation agreement the parties signed in December 2019. Ms. Petras provided a copy of the agreement, which says the parties separated on July 1, 2019. As submitted by Mr. Steeghs, the agreement does not mention the Royal Bank account.
15. Ms. Petras says she deposited the entire balance of the Royal Bank account after the parties' July 2019 separation. A bank statement provided in evidence shows that all of the deposits were made after July 1, 2021, which was 2 years after the parties legally separated. Mr. Steeghs does not dispute that Ms. Petras deposited all the money in the Royal Bank account. Rather, says he was unaware of the account, which confirms Ms. Petras' position that she was the only one using it.
16. Because the separation agreement does not mention the Royal Bank account, and because Ms. Petras made all the deposits, I find she was entitled to the money, and Mr. Steeghs was not. Even though he did nothing illegal by withdrawing money from a joint account, I find he was not entitled to the money deposited by Ms. Petras 2 years after their separation.
17. The separation agreement contains terms about undisclosed assets. It says that once the agreement is signed, if a party fails to disclose an asset over \$1,000, the other party is entitled to a half interest in the asset.
18. I find this undisclosed asset provision does not apply to the \$3,275 Mr. Steeghs withdrew from the Royal Bank account. Even accepting that he did not know it was a joint account, the money was not an asset accrued during their relationship. Rather, as previously stated, it was money that Ms. Petras deposited long after their relationship ended.
19. Mr. Steeghs argues that he was entitled to the money in part because the terms of the 2019 separation agreement were unfair to him. However, as explained above, only the BC Supreme Court has the authority to set aside the terms of a separate agreement.
20. For these reasons, I find Mr. Steeghs must repay the \$3,275 to Ms. Petras.

21. The *Court Order Interest Act* (COIA) applies to the CRT. I find Ms. Petras is entitled to pre-judgment interest on \$3,275 from November 21, 2022 (the date of the transfer). This equals \$213.90.
22. As Ms. Petras was successful in this dispute, under CRTA section 49 and the CRT's rules I find she is entitled to reimbursement of \$200 in CRT fees. Neither party claimed dispute-related expenses, so I order none.

## **ORDERS**

23. I order that within 30 days of this decision, Mr. Steeghs must pay Ms. Petras a total of \$3,688.90, broken down as follows:
- a. \$3,275 in debt,
  - b. \$213.90 in pre-judgment interest under the COIA, and
  - c. \$200 in CRT fees.
24. Ms. Petras is entitled to post-judgment interest under the COIA, as applicable.
25. This is a validated decision and order. Under CRTA section 58.1, a validated copy of the CRT's order can be enforced through the BC Provincial Court. Once filed, a CRT order has the same force and effect as an order of the BC Provincial Court.

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Kate Campbell, Tribunal Member