



Civil Resolution Tribunal

Date Issued: May 21, 2024

File: SC-2023-007116

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Miramontes v. Manson*, 2024 BCCRT 465

BETWEEN:

PABLO MIRAMONTES

APPLICANT

AND:

YVONNE MANSON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. Pablo Miramontes and Yvonne Manson are former friends. In April 2023 they went to Costco together, and Mr. Miramontes purchased items totaling \$701.29.

2. Mr. Miramontes says some of the purchased items were solely for Ms. Manson's use. He says Ms. Manson agreed to repay him for those items but failed to do so. He also says she agreed to store the remaining items at her home but gave them away before he had a chance to retrieve them. He claims \$701.29 as reimbursement for the Costco purchases.
3. Ms. Manson denies agreeing to repay Mr. Miramontes for any of the purchased items. She says she gave all the items away after Mr. Miramontes told her to do so. She says she does not owe him anything.
4. Both parties are self-represented.

JURISDICTION AND PROCEDURE

5. 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.
6. 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. 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 in the interests of justice.
7. 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 court.
8. 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.

9. Mr. Miramontes submitted his evidence late, but Ms. Manson had the opportunity to respond to it. Given the CRT's mandate to be flexible, and since I find there is no prejudice, I accept the late evidence and have considered it in my decision.

ISSUE

10. The issue in this dispute is whether Mr. Miramontes is entitled to be reimbursed \$701.29 for the Costco purchases.

EVIDENCE AND ANALYSIS

11. As the applicant in this civil proceeding, Mr. Miramontes must prove his claims on a balance of probabilities, which means more likely than not. I have read all the parties' evidence and submissions but refer only to what I find relevant to explain my decision. For the following reasons, I dismiss Mr. Miramontes' claims.
12. In the spring of 2023 Mr. Miramontes briefly stayed at Ms. Manson's home. On April 23, 2023 the parties went to Costco together. Mr. Miramontes purchased the items at issue in this dispute using his Costco membership and credit card.
13. Mr. Miramontes says he purchased two items, a pack of women's razors and a vacuum, solely for Ms. Manson's use. The cost of these items after tax was \$341.58. Mr. Miramontes says Ms. Manson agreed to repay him this amount.
14. Ms. Manson disagrees. She says that in the spring of 2023 her vacuum broke, and she could not afford to replace it. She says the parties agreed Mr. Miramontes would purchase a vacuum from Costco for her to use, then they would return it to the store for a refund. Ms. Manson says that while they were at Costco Mr. Miramontes purchased many other items that she told him she did not want and could not afford. She says Mr. Miramontes told her he would pay for everything, then they could "figure out the vacuum" later.
15. Shortly after the Costco visit, the parties' friendship broke down and Mr. Miramontes moved out of Ms. Manson's home. Ms. Manson says that before moving out Mr.

Miramontes consumed some of the food and supplements from the Costco purchase. She also says he packed a “significant amount” of the other Costco items to take with him. Mr. Miramontes does not deny this.

16. On April 30, 2023, the parties agreed that Mr. Miramontes’ friend would pick up the remaining Costco items from Ms. Manson’s home on Friday, May 5, 2023 at 5:00 p.m. Ms. Manson said, “I’ll put everything that you bought out, including the Japanese knife and coffee grinder and stuff from today”. However, later that same day, Ms. Manson texted Mr. Miramontes, “Could you send me a pic of the bill so I know what I owe you for the items that won’t be returned? No rush.” Ms. Manson says she asked Mr. Miramontes to send her the bill because she was not sure exactly what he had purchased, used, eaten, or taken from her home. However, I find her text clearly shows that as of April 30, 2023, she intended to keep some of the items and offered to pay Mr. Miramontes for them.
17. On May 4, 2023, Mr. Miramontes emailed Ms. Manson to tell her his friend was unable to retrieve the items from her home the following day as they had agreed. He said, “I won’t be able to get the stuff. If you need it gone you can put it outside w a free sign. Attached is Costco receipt”. Ms. Manson responded on the same date, “So what exactly do you expect me to do? Pay you for a \$700 bill of things I didn’t want in the first place and can’t return?” I find this text is inconsistent with Ms. Manson’s April 30 text when she offered to pay for the items she intended to keep, though it is consistent with her version of what happened at Costco. She says that since Mr. Miramontes had not responded to her April 30 offer to pay him the parties did not have an agreement about what, if anything, she owed him. If Mr. Miramontes responded to Ms. Manson’s May 4 text, it is not in evidence.
18. Ms. Mason says that on May 11, 2023, she put all of the remaining Costco items, including the vacuum, outside her home with a “free” sign attached, as Mr. Miramontes told her to do. She submitted a photo showing the items, including the vacuum, in boxes outside. She does not specifically refer to the razors, but she says she neither kept nor used any of the items Mr. Miramontes purchased from Costco.

She says this is because Mr. Miramontes was unable to respect her boundaries and so she wanted to cut all ties with him.

19. On May 11, 2023, Mr. Miramontes emailed Ms. Manson saying that he hoped he could arrange for his friend to pick up the Costco items the following week. Ms. Manson responded on May 14, 2023, "You...said to put everything on the street with a free sign on it. That's been done." In a June 4, 2023 email Mr. Miramontes said, "you requested the receipt for items that would not be going back so that you could pay me. I have not received any payment, so I'm presuming everything went out to the street, including the supplements and vacuum?" Ms. Manson responded by email, "...yes **everything** is gone. You told me to give it all away so I gave it all away."
20. Mr. Miramontes says that although he told Ms. Manson that she could give the items away, he only agreed to this as a "last resort". He says Ms. Manson initially agreed to store the items at her home indefinitely, then decided she needed them gone within the week. However, I find the text messages in evidence clearly show that Mr. Miramontes agreed to have his friend pick up the items from Ms. Manson's home at a specified date and time. I also find that when his friend was unable to do so, Mr. Miramontes suggested that Ms. Manson give the items away. I find Mr. Miramontes has failed to establish that Ms. Manson breached any agreement they had about storing the items.
21. While I find Ms. Manson initially offered to pay Mr. Miramontes for the items she was planning to keep, it is unclear from the evidence what those items were or their total cost. There is no documentary evidence that the parties agreed Ms. Manson would repay Mr. Miramontes a specific amount for any specific items. I find Ms. Manson's explanation for why she decided to give all of the Costco items away, including the vacuum, is reasonable and consistent with her version of events. On balance, I find Mr. Miramontes has failed to establish that Ms. Manson owes him anything for the Costco items. I dismiss this claim.
22. 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. Since Mr. Miramontes was unsuccessful, I find he is not entitled to reimbursement of his CRT fees. Ms. Manson did not pay any CRT fees, and neither party claimed any dispute-related expenses.

ORDER

23. I dismiss Mr. Miramontes' claims and this dispute.

Sarah Orr, Tribunal Member