



Civil Resolution Tribunal

Date Issued: April 29, 2025

File: SC-2023-011688

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cadham v. Levasseur*, 2025 BCCRT 532

B E T W E E N :

JOSEPH CHRISTOPHER CADHAM

APPLICANT

A N D :

LUC LEVASSEUR

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about the incomplete sale of a helicopter. The applicant, Joseph Christopher Cadham, sent a \$4,500 deposit to the respondent, Luc Levasseur, to purchase the helicopter. The applicant says that when the respondent arrived with the helicopter, they 1) lacked the proper documents to prove they owned it, 2) did not allow the applicant to properly inspect it, 3) disclosed late that they had made a

strut and attached it to the helicopter, which could lead to a compromised structure, and 4) insisted on cash payment, which was not a term of the contract. The applicant claims for a full refund of \$4,500.

2. The respondent denies liability. They say the Civil Resolution Tribunal (CRT) is an improper forum for this dispute. They allege that the applicant breached the contract by failing to provide a certified cheque to the respondent for the balance of \$40,500 for the helicopter. The respondent also says they are entitled to \$1,476.23 for rental expenses, hotel costs, and gas. The respondent also claims \$6,000 for travel and food expenses as a dispute-related expense.
3. The parties represent themselves.
4. For the reasons that follow, I find the applicant has proven their claims.

JURISDICTION AND PROCEDURE

5. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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. These are the CRT's formal written reasons.
6. Section 39 of the CRTA says the CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. The parties in this dispute each question the other's credibility (truthfulness) about what occurred. In *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the court recognized that oral hearings are not necessarily required where credibility is in issue. It depends on what questions turn on credibility, the importance of those questions, and the extent to which cross-examination may assist in answering those questions. Here, the parties provided their recollections, text messages, and various photos. No party requested an oral hearing, and I find it unlikely that cross-

examination would reveal any inconsistencies in any party's evidence. So, I decided to hear this dispute through written submissions.

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.

Preliminary Issue: Does the CRT have territorial competence over this dispute?

9. The respondent says this dispute should be adjudicated in Ontario. They say this is because 1) the parties “finalized” their sale in Ontario, and 2) the respondent resides in Ontario.
10. In order for the CRT to have jurisdiction, there must be a real and substantial connection between BC and this dispute. The burden is on the applicant to establish a real and substantial connection, but the threshold is not high. See *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17 (*Van Breda*) and *JTG Management Services Ltd. v. Bank of Nanjing Co. Ltd.*, 2014 BCSC 715 at paragraph 59.
11. The applicant lives in BC. The respondent also brought the helicopter to BC originally to complete the sale. So, a significant part of it was meant to be performed in BC as well. I find this dispute has a real and substantial connection to BC, and the CRT has jurisdiction to hear it.
12. If the CRT has jurisdiction but a party argues that some other forum is better for resolving the dispute, the test to be applied is called *forum non conveniens* (inconvenient forum). See *Van Breda*. The respondent has the burden to prove that Ontario is the more convenient forum for resolving this dispute. Given the CRT's online processes, I find it unlikely that Ontario would be a more convenient forum,

particularly in terms of fairness or efficiency. So, I decline to refuse to resolve this dispute.

ISSUE

13. The issue in this dispute is whether the respondent must return the \$4,500 deposit.

BACKGROUND, EVIDENCE, AND ANALYSIS

14. In a civil proceeding like this one, the applicant must prove their claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
15. The background facts are undisputed except where noted. The respondent advertised their helicopter for sale online. The parties did not provide a copy of the ad. The applicant responded to the ad by phone.
16. A September 3, 2023 text message shows the applicant agreed to send a \$4,500 deposit so that the respondent would "hold" the helicopter, "til I worked out purchase asap" (reproduced as written). The parties did not say whether the deposit was refundable. A bank document shows that the applicant transferred \$3,000 to the respondent on September 7 and \$1,500 on September 8, 2023, for a total of \$4,500. This equals the claim amount.
17. Photos show the helicopter is relatively small and seats only 1 person. The respondent transported the helicopter by placing it on a trailer towed by a van. They travelled from Ontario and met the applicant in BC in mid-September 2023.
18. The applicant says the deposit was only meant to "secure" the helicopter. They say the parties agreed on the phone that the applicant would only buy the helicopter once ownership papers and documentation were verified, and they had seen the helicopter run. The applicant's implicit position is that the respondent would return the deposit if they failed to provide the proper documentation or if the helicopter was not airworthy.

19. In contrast, the respondent says the applicant actually purchased the helicopter at this time, and the \$4,500 was a partial payment. The respondent says they are entitled to keep the partial payment as 1) the applicant repudiated the contract, and 2) they suffered damages in the form of out-of-pocket expenses.
20. To determine what happened, I start with the basic principles of contract formation. The parties must mutually intend to create a binding contract. Whether there is an enforceable contract involves an objective test based on what a reasonable person in the parties' situation would have believed and understood, rather than on the parties' subjective beliefs. The contract's essential terms must be sufficiently clear, and the party seeking to rely on the contract must show there was a matching offer and acceptance of those terms. See *Ratanshi v. Brar Natural Flour Milling (B.C.) Inc.*, 2021 BCSC 2216 at paragraphs 66 to 69.
21. The challenge here is that the parties did little to document any agreements about either the deposit or the sale.
22. I find the most objectively reasonable interpretation of the facts is that the applicant purchased the helicopter, subject to the respondent providing the proper documentation and the helicopter being airworthy. It is undisputed that providing documentation and a test run were part of the sale. I find that, naturally, the sale of a helicopter would include the documentation and consideration of whether it was airworthy.
23. I conclude the parties had a binding agreement because 1) the applicant paid a considerable deposit to the respondent, and 2) the respondent in turn spent a great deal of time and expense to move the helicopter, as reflected in several receipts in evidence.
24. The parties disagree on what happened after they met. The applicant says the following. The respondent failed to provide expected documents, including a title lien search from the Federal Aviation Administration, a bill of sale, import

documentation and Canadian registration, and technical and journey logbooks. The respondent unreasonably refused to take the helicopter off the trailer to show if it had all the parts, correct serial numbers, and could run. The applicant also had concerns about a strut attached to the helicopter. The respondent demanded the applicant pay them \$40,000 in cash, and the applicant never agreed to this.

25. The respondent says the following. The applicant refused to provide a certified cheque for the remaining balance of \$40,500. Instead, they offered to trade sports memorabilia. The respondent refused and therefore did not bother to remove the helicopter from the trailer for a test flight. The respondent says they brought the required documents, and they were available for the applicant to review and copy. These included the US Aircraft Registration Form, the bill of sale, the import documentation, the paperwork to complete the Canadian registration and, lastly, all the technical and journey books for the helicopter.
26. The helicopter's documentation was a key issue in this dispute and both parties addressed it in submissions. The respondent says they have the required documentation but failed to provide it as evidence without explanation. When a party fails to provide relevant evidence without a reasonable explanation, the CRT may draw an adverse inference against them. An adverse inference is when a decision maker, like the CRT, assumes that a party failed to provide evidence because the missing evidence would not have supported their case.
27. In these circumstances, I find it appropriate to draw an adverse inference against the respondent. That is, I find the evidence would show the respondent does not own the helicopter, or the evidence simply does not exist.
28. Given this, I find that the respondent failed to provide the proper documentation as required. This leaves the deposit. In law, a true deposit is designed to motivate contracting parties to carry out their bargains. A buyer who repudiates the contract generally forfeits the deposit. An example of repudiation is when a party refuses to purchase what was bargained for.

29. Here, I find the applicant did not repudiate the contract. Instead, I find the respondent did not satisfy the conditions of the sale.
30. Given this, I find the respondent must return the deposit to the applicant without any set off. I order the respondent to do so. I need not consider the helicopter's condition, including whether it was airworthy.
31. The applicant waived pre-judgment interest. So, I order none.
32. 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. I find the applicant is entitled to reimbursement of \$175 in CRT fees. The respondent claims \$6,000 in dispute-related expenses. I dismiss this claim as they were unsuccessful on the main claim.

ORDERS

33. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$4,675, broken down as follows:
- a. \$4,500 for the return of the deposit, and
 - b. \$175 in CRT fees.
34. The applicant is entitled to post-judgment interest, as applicable.
35. I dismiss the respondent's claim for reimbursement of dispute-related expenses.

36. This is a validated decision and order. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

David Jiang, Tribunal Member