



Civil Resolution Tribunal

Date Issued: June 25, 2025

File: SC-2024-003587

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ward v. Pollock*, 2025 BCCRT 868

B E T W E E N :

JAN MARIE WARD

APPLICANT

A N D :

KAYLA POLLOCK

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner, Vice Chair

INTRODUCTION

1. The applicant, Jan Marie Ward, and the respondent, Kayla Pollock, are former friends. The applicant says she bought a smart watch from the respondent for \$160, but the respondent demanded the watch back and never refunded her. She also says she sold the respondent a television for \$100 and mukluks for \$60, under a

delayed payment agreement, but the respondent never paid. The applicant claims a total of \$320.

2. The respondent says that when the parties' friendship broke down, she texted the applicant to pick up her items, but the applicant never did. The respondent says the watch was still on her account, and so she asked the applicant to either pay off the balance or return it, and the applicant opted to return it. I infer it is the respondent's position that she owes the applicant nothing.
3. The parties are self-represented.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (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, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
5. These are the CRT's formal written reasons.
6. CRTA section 39 says the CRT has discretion to decide the hearing's format, 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 to provide proportional and speedy dispute resolution, I find that an oral hearing is not necessary in the interests of justice.

ISSUE

7. The issue in this dispute is whether the respondent owes the applicant \$320.

EVIDENCE AND ANALYSIS

8. In a civil dispute like this one, the applicant must prove her claims on a balance of probabilities. This means more likely than not. The applicant provided brief submissions, but no evidence. The respondent did not provide any submissions or evidence, despite having the opportunity to do so.
9. I begin with the applicant's claim about the watch. The applicant says she paid the respondent \$160 for a watch, plus the associated monthly fee because the watch was still on the respondent's account. The applicant says the respondent demanded the watch back and never refunded the \$160.
10. The respondent does not dispute these allegations. However, she says she gave the applicant the option to either pay off the balance owing on her account for the watch, or to return it, and the applicant chose to give it back to her.
11. As noted, the applicant bears the burden to prove her claims. The applicant did not provide any supporting evidence about the parties' agreement concerning the watch, how long the applicant had the watch, or whether the respondent agreed to provide any refund. Notably, the applicant says she has evidence that the respondent offered to pay her back if she dropped this dispute. However, the applicant did not provide that evidence. Overall, I find the applicant has not met her burden to prove that the respondent owes her anything for the watch. I dismiss this part of the applicant's claim.
12. I turn to the television and mukluks. The applicant says she sold the respondent these 2 items for \$160, on the agreement that the respondent would pay her later. She says the respondent never paid. The respondent does not deny this, so I find it is likely true.
13. While the respondent says she told the applicant to come and retrieve the items, she did not provide any evidence to support her allegation that the applicant abandoned the items. As I find the respondent still has the television and mukluks

and has not paid the applicant for them, I order the respondent to pay the applicant \$160.

14. The applicant expressly abandoned her right to claim pre-judgment interest, so I do not award any.
15. 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. However, neither party paid CRT fees nor claims dispute-related expenses, so I make no order.

ORDERS

16. Within 21 days of the date of this decision, I order the respondent to pay the applicant a total of \$160 for the television and mukluks.
17. The applicant is entitled to post-judgment interest, as applicable.
18. I dismiss the applicant's claim for a refund related to a watch purchase.
19. 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.

Kristin Gardner, Vice Chair