



Civil Resolution Tribunal

Date Issued: June 30, 2025

File: SC-2024-003336

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Gale v. Maximick*, 2025 BCCRT 888

B E T W E E N :

LANA GALE

APPLICANT

A N D :

RHONDA MAXIMICK

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alissa Reynolds

INTRODUCTION

1. This dispute is about trip expenses. The applicant, Lana Gale, says the respondent, Rhonda Maximick, owes Ms. Gale \$590.04 for the respondent's share of a cruise cabin drink package. The respondent denies that the respondent agreed to pay for the drink package.

2. The respondent asked the Civil Resolution Tribunal (CRT) not to use pronouns at all to refer to the respondent. So, I respect the respondent's request and refer to the respondent without pronouns throughout this decision.
3. Each party represents themselves.
4. For the reasons set out below, I find in favour of the respondent.

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. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. Each party questions the other's credibility or truthfulness about the purchase of the cruise cabin drink package. In some cases, credibility issues can be resolved through an oral hearing, but the benefits of an oral hearing must be balanced against the CRT's mandate.
7. Here, I find the documentary evidence sheds light on the credibility issues, and they can reasonably be resolved based on the evidence and submissions before me. I also note that neither party requested an oral hearing. For these reasons and in the interests of justice, I find an oral hearing is not necessary, keeping in mind that the CRT's mandate includes proportionality and a speedy resolution of disputes. I have decided to hear this dispute through written submissions.
8. 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.

9. 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.

ISSUES

10. Must the respondent pay Ms. Gale \$590.04 for the respondent's share of the drink package?

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, Ms. Gale must prove her claim on a balance of probabilities. This means more likely than not.
12. The respondent filed a dispute response, but did not provide evidence or submissions, despite many requests and time extensions from the CRT.
13. I reviewed all the evidence and submissions, but I refer only to what is necessary to explain my decision. The parties both attacked each other's character at length in this dispute. Those attacks are irrelevant, and I will not deal with them.
14. On October 29, 2023, a mutual friend of the parties, BF, invited Ms. Gale to go on a cruise with BF and the respondent in January 2024. The parties did not know each other. The texts show that Ms. Gale, BF, and the respondent would be sharing a cabin. Ms. Gale agreed to go on the cruise.
15. Ms. Gale says that there was an agreement that the parties and BF would split a cruise cabin drink package. She says the texts and messenger chats she submitted show this agreement. The respondent denies that the respondent agreed to purchase the drink package.
16. For there to be an agreement about splitting the cost of the drink package, the law of contract requires Ms. Gale to prove she made an offer, the respondent accepted the offer, and consideration. Consideration is the money or other value flowing

between the parties to the agreement (see *Redfern Resources Ltd. (Re)*, 2012 BCCA 189).

17. There are inconsistencies between Ms. Gale's submissions and the documentary evidence that affect her credibility and reliability, as follows:

a. Ms. Gale says BF knows that she rarely drinks and refers to texts from October 29. The texts actually show that BF told Ms. Gale that the respondent is not a heavy drinker and questioned whether Ms. Gale drinks. Ms. Gale responded, "yah I drink on vacation...especially on a boat." Ms. Gale goes on to ask if the respondent is strong enough to carry both Ms. Gale and BF back to the room. Later in a Messenger chat on January 18, Ms. Gale said "Haha and I'm just following you. And carrying drinks."

b. Ms. Gale says there was "zero" communication between herself and the respondent before their departure, and BF was relaying all information between the parties. That is untrue. On November 18, 2023, BF created a Messenger group chat to introduce the parties. BF communicated the most in the chat, with short responses from the parties. However, on January 27, the parties chatted directly to each other about travel plans.

18. There are no material inconsistencies between the respondent's Dispute Response and the documentary evidence. This means there is no important difference between the respondent's story and the documents submitted by Ms. Gale.

19. For these reasons and others that I summarize below, where the parties' stories conflict in a relevant way, I prefer the respondent's version.

20. On January 19, 2024, Ms. Gale paid \$1,308 USD for the drink package. She claims the respondent must pay her one third of the cost, or \$436 USD. She claims that equals about \$590.04 CAD.

21. I find that the texts and Messenger chats actually show:
- a. There was an agreement between Ms. Gale and BF to split a cruise cabin drink package (October 29 texts),
 - b. BF told Ms. Gale that she would reconcile a payment that Ms. Gale made and the respondent and BF would e-transfer Ms. Gale (January 23 text),
 - c. BF told the respondent that Ms. Gale paid for the drink package and BF paid for the obligatory daily tips. BF asked the respondent to e-transfer Ms. Gale \$520 (January 24 group Messenger chat).
22. The respondent says that Ms. Gale did not ask whether the respondent agreed to split the cost of the drink package before Ms. Gale purchased it.
23. There is no evidence that either Ms. Gale or BF asked the respondent whether the respondent agreed to split the cost of the drink package before Ms. Gale purchased it. I note that BF created the group Messenger chat two months before Ms. Gale made the purchase. There is no reason Ms. Gale could not have asked the respondent before she made the purchase.
24. Ms. Gale submits that BF's January 24 Messenger chat indicates that BF and the respondent had previous conversations about the drink package. That is speculative and does not prove that the respondent agreed to the purchase.
25. The respondent also says that the respondent does not drink. This is not contradicted by any evidence. In fact, Ms. Gale admits that on January 25 BF told her that the respondent had been off sick from work and may not want to drink on the cruise.
26. I find it unlikely that the respondent would have agreed to pay for a third of the drink package when the respondent does not drink. Since the respondent did not drink on the cruise, there was no benefit to the respondent.
27. I find that Ms. Gale did not make an offer to the respondent to purchase the drink package in exchange for the respondent paying for one third of it. Even if I am

wrong and Ms. Gale made an offer through BF, I find that the respondent did not accept such an offer.

28. For these reasons, I conclude that the respondent does not have to pay Ms. Gale the \$590.04 claimed.

29. 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. As Ms. Gale was unsuccessful, I dismiss her claim for reimbursement of CRT fees. The respondent did not pay fees and neither party claimed dispute-related expenses.

ORDERS

30. I dismiss Ms. Gale's claim and this dispute.

Alissa Reynolds, Tribunal Member