



Civil Resolution Tribunal

Date Issued: September 15, 2025

File: SC-2024-002798

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *McConnachie v. Carter*, 2025 BCCRT 1280

B E T W E E N :

LESLEY MCCONNACHIE

APPLICANT

A N D :

HAELI CARTER and HAZEL CARTER

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Maria Montgomery

INTRODUCTION

1. This dispute is about the sale of a stallion.
2. The respondent, Haeli Carter, sold a stallion to the applicant, Lesley McConnachie, for \$4,000. The applicant says that the respondents said the registration paperwork for the stallion was with the American Quarter Horse Association (AQHA) for

processing. The applicant says that the AQHA denied receiving any paperwork. She claims \$1,400 for the cost of registering the stallion.

3. The respondent, Haeli Carter, says that they told the applicant what information they knew to be true at the time regarding the stallion's registration. The respondent, Hazel Carter, says they did not have any communication with the applicant.
4. All 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. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. No party requested an oral hearing, and I find I am able to make a decision on the written record before me. 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. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.
9. Haeli Carter indicated to CRT staff that they wished to provide late evidence. In the interests of procedural fairness, I asked CRT staff to provide Haeli Carter one week to produce the late evidence, however, they did not provide anything further.

10. Haeli Carter says that the applicant caused them a loss of \$5,000 because the applicant “skipped transfer” resulting in unregistered foals. However, they did not file a counterclaim. So, I make no findings or order about that issue.

ISSUE

11. The issue in this dispute is whether the respondent must pay for the AQHA registration, and if so, how much.

EVIDENCE AND ANALYSIS

12. In a civil claim such as this, the applicant must prove her claims on a balance of probabilities. This means more likely than not. While I have read all the parties’ evidence and submissions, I only refer to what is necessary to explain my decision.
13. Haeli Carter placed an advertisement on Facebook marketplace for an “AQHA Stallion”. The ad said “papers are at the AQHA pending photos sent in.” The applicant messaged Haeli Carter and agreed to purchase the stallion for \$4,000.
14. As noted above, Hazel Carter says they did not communicate with the applicant. My review of the evidence confirms this. So, I find that Hazel Carter did not have a contract with the applicant, and I dismiss her claim against Hazel Carter. From now on, when I refer to the respondent, I am referring solely to Haeli Carter.
15. The applicant says that, after buying the stallion, she contacted the AQHA who said they did not have any paperwork. The applicant says she contacted the original breeder, SS, who helped her complete the paperwork for the registration. She provided a receipt from AQHA for the stallion’s registration for \$775 USD and a credit card statement showing that she paid \$1,113.80 CAD. The applicant claims for the cost of AQHA registration on the basis that the respondent agreed the registration would be covered by the \$4,000 purchase price.
16. Though she does not use these words, I find the applicant alleges that the respondent breached their contract. A claim in breach of contract requires a valid

and enforceable contract. The party relying on the contract must prove a mutual intention to create legal relations, consideration (something of value) given in return for a promise, essential terms that were sufficiently clear, and offer and acceptance of those terms. See *Ratanshi v. Brar Natural Flour Milling (B.C.) Inc.*, 2021 BCSC 2216 at paragraph 66. Whether there is an enforceable contract involves an objective test based on what a reasonable person in the parties' situation would have believed, rather than on the parties' subjective beliefs. See *Berthin v. Berthin*, 2016 BCCA 104, at paragraph 46.

17. In determining objective intent, a court, or the CRT, may look at all the circumstances, including evidence of past agreements involving other parties, the circumstances in which the parties made the alleged agreement, and the parties' future actions and representations. See *Leemhuis v. Kardash Plumbing Ltd.*, 2020 BCCA 99 at paragraph 17.
18. Here, I find the parties documented their contract in messages and a written purchase agreement. In a text message to the applicant, the respondent said, "we would do 4000 including gst and cover costs for registration and transfers." The respondent sent the applicant a written purchase agreement for a "2018 AQHA Bay Roan Stallion." The agreement said, "paperwork for this stallion is at the AQHA and will be transferred to new owner as soon as they are processed." The applicant signed the agreement and sent a copy to the respondent by email on May 29, 2023. So, I find the parties agreed that the applicant would purchase the stallion for \$4,000, including GST and the cost of registration.
19. The respondent does not say that the stallion's registration was already paid for at the time of sale. So, I find by not paying the cost of registration, the respondent breached the parties' agreement and must pay the applicant damages. Damages for breach of contract are typically meant to put the innocent party in the position they would have been in had the contract been performed. See *Water's Edge Resort v. Canada (Attorney General)*, 2015 BCCA 319 at paragraph 39. I find the \$1,113.80 the applicant claims for the registration would do that and appears

reasonable. So, I order the respondent to pay the applicant \$1,113.80 for the AQHA registration.

20. Even if I had not found that the respondent had breached the contract, I would have found them liable under fraudulent misrepresentation.
21. To show fraudulent misrepresentation, the applicant must establish the following: 1) the respondent made a representation of fact to the applicant, 2) the representation was false, 3) the respondent knew that the representation was false or was reckless about whether it was true or false, 4) the respondent intended for the applicant to act on the representation, and 5) the applicant was induced to enter into the contract in reliance upon the false representation and suffered a detriment. See *Ban v. Keleher*, 2017 BCSC 1132 at paragraph 16.
22. On May 23, 2023, the applicant asked if the respondent had sent pictures of the stallion to the AQHA, I infer because the advertisement said the registration was pending pictures being sent in. In response, the respondent said AQHA would return her call the next day. A few days later, the respondent messaged “paperwork is sorted.” The applicant asked for registration numbers and the respondent replied “sure I have reg numbers.”
23. The respondent says that they only told the applicant that the paperwork was with the AQHA because this is the information they were told by SS, who had promised to send the papers in. However, I note that in the text messages, the respondent told the applicant that they contacted AQHA and confirmed that the paperwork was “sorted” and that they had the registration numbers. The respondent does not explain why they said this if they had no confirmation that the registration was processed. They do not explain why they did not tell the applicant that they were passing on information from SS about the registration. I note that the respondent used the acronym “AQHA” to describe the stallion in the advertisement and written contract, despite now saying that their information about the AQHA registration was only secondhand.

24. Based on the evidence before me, I find it more likely than not that the respondent knew the stallion was not registered. I also find the respondent told the applicant that it was registered when they said the paperwork was sorted. In doing so, the applicant was encouraged to enter into the contract and suffered the damage of the registration's cost. So, I find the respondent fraudulently misrepresented the stallion's registration.
25. For all these reasons, I find the applicant is entitled to the cost of the stallion's AQHA registration.
26. The applicant claims \$286.20 in interest. She says that the registration's cost has accrued on her credit card at 24.99% interest. However, she did not provide any credit card statements showing that she was charged this amount of interest, or that it was paid. So, I find this amount unproven.
27. The *Court Order Interest Act* (COIA) applies to the CRT. I find that the applicant is entitled to pre-judgment interest from September 17, 2023, the date she paid for the registration, to the date of this decision. This equals \$98.67.
28. 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 \$125 in CRT fees. She claimed no dispute-related expenses.

ORDERS

29. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$1,337.47, broken down as follows:
 - a. \$1,113.80 in damages,
 - b. \$98.67 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.

30. The applicant is entitled to post-judgment interest, as applicable.
31. The applicant's claims against Hazel Carter are dismissed.
32. 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.

Maria Montgomery, Tribunal Member