



Civil Resolution Tribunal

Date Issued: September 25, 2025

Files: SC-2024-001992
and SC-CC-2024-010325

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Price v. Holness*, 2025 BCCRT 1344

B E T W E E N :

ANDREW PRICE

APPLICANT

A N D :

JOANNE HOLNESS

RESPONDENT

A N D :

ANDREW PRICE

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

INTRODUCTION

1. This decision is about 2 linked disputes that consist of a claim and a counterclaim.
2. In dispute SC-2024-001992, the applicant, Andrew Price, says the respondent, Joanne Holness, owes them \$1,850 for grazing fees and property damage caused by her animals while they grazed on Mr. Price's property.
3. In dispute SC-CC-2024-010325, Ms. Holness, counterclaims \$4,519.95 for work she says she did on Mr. Price's property that Mr. Price did not pay for, as well as for time she spent dealing with these disputes.
4. Both parties are self-represented.

JURISDICTION AND PROCEDURE

5. 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. 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 and that an oral hearing is not necessary.
7. CRTA section 42 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.

Preliminary Issues

9. First, in their written arguments, both parties seek additional orders that they did not request in their respective Dispute Notices. The CRT generally does not consider an applicant's request for additional orders unless they are set out in an amended Dispute Notice. Here, neither party requested to amend their Dispute Notice. CRT rule 1.19 says that the CRT will not issue an amended Dispute Notice after a dispute has entered the CRT's decision process except in extraordinary circumstances. I find no extraordinary circumstances exist here. So, I limit my decision below to the parties' claims and requested remedies as set out in their respective Dispute Notices.
10. Second, though the parties did not raise it, I note that the *Limitation Act* applies to the CRT. *Limitation Act* section 6 says that the basic limitation period is 2 years, and that a claim may not be started more than 2 years after the day on which it is discovered.
11. A part of Mr. Price's claim appears to be for haying and grazing that Ms. Holness did on Mr. Price's land more than 2 years before Mr. Price made their application to the CRT for dispute resolution. Below I have dismissed most of Mr. Price's claim on its merits, except for the part of his claim relating to the 2022 grazing, which occurred less than 2 years before Mr. Price made their application for dispute resolution. Given this, and the CRT's mandate which includes efficiency, I decided it was not necessary for me to pause this dispute to ask the parties to provide submissions on the limitations issue.
12. To the extent any of Ms. Holness' counterclaims are for matters that occurred more than 2 years prior to her bringing the counterclaim, *Limitation Act* section 22(1) allows a party to bring a counterclaim if it is connected or related to the opposing claim, even if the applicable limitation period for the counterclaim has expired. At the very least, Mr. Price's claim with respect to the 2022 grazing has been brought in time. So, I find *Limitation Act* section 22(1) applies and Mr. Holness' counterclaim is not out of time.

ISSUES

13. The issues in these disputes are:

- a. Does Ms. Holness owe Mr. Price for grazing fees and property damage? If so, how much?
- b. Does Mr. Price owe Mr. Holness for the work she did on Mr. Price's property? If so, how much?

EVIDENCE AND ANALYSIS

14. In a civil proceeding like this one, each party, as the applicant in their own dispute, must prove their claims on a balance of probabilities. This means more likely than not. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision. I note that Mr. Price did not provide any final reply argument in dispute SC-2024-001992 despite having the opportunity to do so.

Does Ms. Holness owe Mr. Price for grazing fees and property damage?

15. Between 2019 and 2022, Mr. Price and their spouse, SMP, allowed Ms. Holness to use Mr. Price's land for haying and grazing purposes. Mr. Price says that Ms. Holness hayed the land and grazed cows in 2019, and then from 2020 to 2022, only grazed sheep. Mr. Price says that Ms. Holness verbally agreed to pay them \$700 a year for haying and \$500 a year for grazing. However, they say they only received two \$500 payments from Ms. Holness, so she still owes them \$1,700 for the haying and grazing.

16. Ms. Holness disagrees with Mr. Price's version of events. In her Dispute Response, Ms. Holness said that she hayed and grazed sheep in 2019. However, after going through her emails, she says she realized that she was incorrect and that in 2019, she did not do any grazing, but only did haying work, for which she should have charged Mr. Price, but did not. She says that in 2020 and 2021, she only grazed

sheep and that she paid Mr. Price \$500 for each of those years. In 2022, she says that she grazed 3 cows because Mr. Price did not want sheep on their property anymore. Ms. Holness admits that she did not pay Mr. Price for the 2022 grazing but says this is because SMP told her that they did not want money for a “a couple of cows”. Ms. Holness says if she owes Mr. Price anything for the 2022 grazing, it is somewhere between \$255 and \$360 for the cow grazing and not the \$500 they claim.

17. It is undisputed that the parties did not have a written contract setting out the terms of their agreement. The limited evidence before me, which includes some text messages between Ms. Holness and SMP, is generally unhelpful as it does not directly address what the parties agreed to. However, it is clear from the evidence that Ms. Holness paid Mr. Price and SMP \$500 on May 2, 2020 and \$500 more on May 16, 2021. Ms. Holness says that these payments were for the 2020 and 2021 grazing.
18. Mr. Price, on the other hand, argues that these payments were for the 2019 and 2020 grazing. The burden is on Mr. Price to prove their claim. They have not shown that Ms. Holness did any grazing in 2019 like they allege. Under the circumstances, and given the payments’ timing, I find it more likely than not that the 2 payments Ms. Holness made were for the 2020 and 2021 grazing.
19. So, does Ms. Holness owe Mr. Price anything for 2019 or 2022? I am not satisfied that Ms. Holness agreed to pay Mr. Price for haying their land in 2019. Even if Ms. Holness did not explicitly agree to pay, Mr. Price could still be entitled to payment if they can show that Ms. Holness was unjustly enriched when she did the haying.
20. In *Moore v. Sweet*, 2018 SCC 52, the Supreme Court of Canada summarized the test for unjust enrichment. To prove unjust enrichment, the applicant must prove the respondent was enriched, the applicant suffered a corresponding loss, and there was no juristic reason or valid basis for the enrichment. In *Bond Development Corp. v Esquimalt (Township)*, 2006 BCCA 248 at paragraph 333, the BC Court of Appeal

noted that unjust enrichment is based on the value of the benefit obtained by the benefiting party, not the loss to the deprived party.

21. Ms. Holness says that the hay was of poor quality and of no value to her. She argues, in essence, that the haying work she did was of value to Mr. Price as it helped clean up their property, reduced the fire risk, and addressed issues with mice. As I noted above, the burden is on Mr. Price to prove their claim that Ms. Holness was enriched. I am not satisfied on the evidence before me that Ms. Holness received any benefit from the haying work that she did on Mr. Price's property. So, I find Mr. Price is not entitled to anything for the 2019 haying.
22. This leaves the grazing that occurred in the summer of 2022. As I noted above, Ms. Holness says that she grazed 3 cows in 2022 and that SMP told her that they did not want money for a couple of cows. Mr. Price disputes that SMP said this and says Ms. Holness is mistaken that she grazed cows this year.
23. I find it irrelevant what animals grazed on Mr. Price's land in 2022. This is because I find Ms. Holness has not shown that the parties agreed on a different grazing price for 2022, or that she did not have to pay at all, as she alleges. Other than Ms. Holness' statement, there is no evidence showing that the parties agreed to change their previous agreement of \$500 a year for grazing. So, in the absence of any documentary evidence showing otherwise, I find it more likely than not that the parties agreed that Ms. Holness would continue to pay \$500 for grazing in 2022, regardless of whether it was cows or sheep. So, I find Ms. Holness owes Mr. Price \$500 in debt for the 2022 grazing.
24. Mr. Price also says that Ms. Holness cows damaged 2 of their trees. They say that they "lost" the trees as a result. Mr. Price says that Ms. Holness agreed with SMP to pay \$300 for the damage, but did not. In their submissions, Mr. Price appears to claim \$350 for the damaged trees.
25. Ms. Holness does not dispute that her cows damaged 2 of Mr. Price's trees. However, she says that she offered to pay to replace the trees, but SMP told her

that the cows only ate a part of the plants and that they would wait to see if they came back. Ms. Holness says that SMP later told her that the trees seemed to be growing back just fine.

26. Mr. Price did not provide any evidence in support of their claim for the tree damage. For example, there are no photographs of the damaged trees, no receipts or quotes to show how much the trees were worth, and no written statement from SMP setting out their version of events about the alleged conversations about the trees with Ms. Holness.
27. Under the circumstances, while I accept that Ms. Holness' cows likely ate parts of Mr. Price's trees, Mr. Price has not proven the trees were damaged in a way entitling Mr. Price to compensation. So, I dismiss this part of Mr. Price's claim.
28. To the extent that Mr. Price claims for any additional damage caused by Ms. Holness' cows on their property, in the absence of any evidence, I find this part of their claim unproven as well and I dismiss it.

Does Mr. Price owe Mr. Holness for the work she did on Mr. Price's property?

29. I turn now to Ms. Holness' counterclaim. It is undisputed that sometime in 2021, Ms. Holness put up wire mesh around Mr. Price's existing fence in order to help contain her animals on Mr. Price's property. Ms. Holness argues that although the parties did not have any agreement that Mr. Price would pay for this work, Mr. Price ultimately benefited from the work so they should compensate her.
30. Mr. Price disagrees. They say that the wire mesh Ms. Holness installed is of no benefit to them as its purpose was to contain grazing animals, which Mr. Price does not have. Mr. Price says they only have 3 horses and bees and have had no issue containing their horses with the existing fence.
31. As it is undisputed that Mr. Price did not ask for or agree to pay Ms. Holness to put the wire mesh around their existing fence, it is necessary to consider whether Mr.

Price has been unjustly enriched. Ms. Holness argues that the added mesh increased Mr. Price's property value because the existing fence was falling apart. However, I find it is not clear from the photographs in evidence that this is the case. While the additional mesh was beneficial for Ms. Holness while she was grazing her animals, I am not satisfied that it serves any benefit for Mr. Price or adds any value to their property. So, I find that Ms. Holness has not shown that Mr. Price was unjustly enriched by this work, and I dismiss this part of her counterclaim.

32. Ms. Holness also says that she installed posts for Mr. Price at their request. Mr. Price says that Ms. Holness is entitled to, at most, \$200 for this work. Ms. Holness, on the other hand, says that the labour and equipment cost for putting in 4 posts was \$500. She says that she brought in a post pounder machine and had 2 people work to put in the posts.
33. While I accept that Ms. Holness may have brought equipment and had 2 people do the work, there is no documentary evidence that shows how long it took the 2 individuals to do the work, or what costs, if any, she incurred for bringing in the equipment. Under the circumstances, I find that Ms. Holness is entitled to the \$200 that Mr. Price agrees to pay for the post installation work.
34. Finally, Ms. Holness claims \$500 for the time she says she has spent dealing with these disputes. CRT rule 9.5(5) says that compensation for time spent is not usually awarded except in extraordinary cases. I find no extraordinary circumstances exist here. So, I dismiss Ms. Holness's claim for time spent.

Conclusion

35. In conclusion, I find that Ms. Holness owes Mr. Price \$500 for the 2022 grazing and Mr. Price owes Ms. Holness \$200 for the post installation work. The end result is that Ms. Holness owes Mr. Price \$300.
36. The *Court Order Interest Act* applies to the CRT. However, it does not apply where a party waives their right to claim interest, which Mr. Price did in the Dispute Notice. So, I award no pre-judgment interest.

37. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Here, I find both parties were only minimally successful in their respective disputes. So, I find it appropriate for the parties to bear the cost of their own CRT fees and any dispute-related expenses.

ORDERS

38. Within 14 days of the date of this decision, I order Ms. Holness to pay Mr. Price \$300 in debt.

39. Mr. Price is entitled to post-judgment interest, as applicable.

40. I dismiss the parties' remaining claims.

41. This is a validated decision and order. Under CRTA section 58.1, 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.

Nav Shukla, Tribunal Member