



Civil Resolution Tribunal

Date Issued: April 13, 2026

File: SC-2024-011650

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Robitaille v. Okanagan Humane Society*, 2026 BCCRT 577

B E T W E E N :

TONYA ROBITAILLE

APPLICANT

A N D :

OKANAGAN HUMANE SOCIETY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. The applicant, Tonya Robitaille, says she placed her pets in the care of the respondent, Okanagan Humane Society (OHS). Ms. Robitaille says the placement was for emergency foster care while she was experiencing a medical crisis. Ms. Robitaille says OHS allowed someone else to permanently adopt her pets, without

her consent. She requests an order that OHS return one dog and two cats. She values her claim at \$5,000.

2. OHS says Ms. Robitaille surrendered her animals, so OHS found homes for them and no longer has them. OHS says Ms. Robitaille told an OHS volunteer she wanted her pets re-homed, and the volunteer agreed to do so.
3. Ms. Robitaille is self-represented. OHS is represented by its president, RR.
4. For the reasons set out below, I find in favour of Ms. Robitaille. However, I cannot order OHS to return her animals because it no longer has them, so I order OHS to pay \$3,000 in monetary compensation instead.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims 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. These are the CRT's formal written reasons.
6. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. In this dispute, the parties each question the other's credibility (truthfulness) about key facts at issue in the dispute.
7. Credibility issues can in some cases be resolved by an oral hearing, but the advantages of an oral hearing must be balanced against the CRT's mandate to resolve disputes in an accessible, speedy, economical, informal, and flexible manner. As set out in *Downing v. Strata Plan VR2356*, 2023 BCCA 100, this includes a consideration of what questions turn on credibility, the importance of those questions, and the extent to which cross-examination may assist in answering those questions.

8. In this dispute, I find each party had a sufficient opportunity to provide their evidence and positions in writing. I find I can properly assess and weigh the documentary evidence and submissions before me. I find that cross-examination would not likely assist me in deciding this dispute. For these reasons, I find that the benefit of an oral hearing does not outweigh the efficiency of a hearing by written submissions.
9. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

ISSUES

10. The issues in this dispute are:
 - a. Did Ms. Robitaille surrender her animals to OHS?
 - b. If not, what remedies are appropriate?

EVIDENCE AND ANALYSIS

11. As applicant in this civil dispute, Ms. Robitaille must prove her claims on a balance of probabilities. This means more likely than not. I have read all the provided evidence and submissions, but refer only to what is necessary to explain my decision.
12. The parties disagree on many of the key facts in this dispute. However, they agree that Ms. Robitaille owned one dog and four cats. In May 2024, during a period of illness and life crisis for Ms. Robitaille, OHS agreed to provide temporary foster care for Ms. Robitaille's five animals. OHS fostered the cats first, and the dog shortly after that.
13. Ms. Robitaille retrieved her animals from OHS in June 2024. The cats were fostered for about three weeks, and the dog for about two and half weeks. The parties

disagree about the specific dates when the animals were in foster care, but I find that does not matter for the purpose of this CRT dispute.

14. In July 2024, an OHS volunteer, MN, picked up Ms. Robitaille's five animals and took them into care again. The cats went to a veterinary clinic, and MN kept the dog at her home. Ms. Robitaille says this happened on July 27, but MN provided a signed statement saying it was July 23. Based on the cats' veterinary records in evidence, I find it was July 23.
15. The central issue in this dispute is whether Ms. Robitaille agreed to permanently surrender her animals to OHS in July 2024. OHS says she did, and Ms. Robitaille says she did not.
16. Based on the evidence before me, I find Ms. Robitaille did not surrender her animals to OHS or agree they could be adopted by others. My reasons follow.
17. The parties disagree about who initiated the July 23 animal pickup. Ms. Robitaille says she called RR and asked if the animals "could come back to foster" while she was ill and in the hospital. Ms. Robitaille says RR told her to "let them know when I was well and able to take them back."
18. RR says Ms. Robitaille's friend G called her and asked OHS to collect the animals. RR says she did not talk to Ms. Robitaille.
19. Regardless of whether G or Ms. Robitaille asked for the animal pickup, there is no evidence that Ms. Robitaille requested or agreed to a permanent surrender. Ms. Robitaille says she did not request that, and G was not legally empowered to surrender the animals on Ms. Robitaille's behalf.
20. I place significant weight on MN's statement, as she is an objective witness who spoke to Ms. Robitaille in person at the time of the events in question. MN says she does not know how the "second intake" on July 23 was initiated, but RR asked her to collect the animals. MN says:

- MN and her husband drove to the address where Ms. Robitaille was staying.
- Ms. Robitaille came to the door and looked unwell. She was erratic, and her mood varied between angry, sad, grateful, furious, and frantic.
- Ms. Robitaille had the cats in crates.
- Ms. Robitaille was very distressed. MN told her she would “make sure every animal finds a loving home, and that she is doing the right thing by surrendering them.” Ms. Robitaille became “very frantic” and was pacing and yelling out “none of this was supposed to happen again.”
- MN’s husband loaded the cats and dog into their truck. MN told Ms. Robitaille that she was doing the right thing, and that while surrendering them must feel awful, she was doing the most admirable thing. Ms. Robitaille became erratic again, stating that she was suicidal, had no one, and that this wasn’t supposed to happen again.
- After some further interactions, MN and her husband drove away with the animals.

21. I accept MN’s statement that she told Ms. Robitaille that she was doing the right thing by surrendering the animals. However, I find MN’s statement does not clearly show that Ms. Robitaille agreed to surrender them. First, MN admits she does not know what conversations occurred before RR asked MN to pick up the animals

22. Second, by MN’s own account, Ms. Robitaille never actually said that she wanted to or agreed to surrender her animals. Instead, when MN mentioned surrender, Ms. Robitaille said it was not supposed to happen again. While that statement is ambiguous, it is not clear agreement or consent.

23. OHS’s Dispute Response says that Ms. Robitaille “divested” her animals to OHS and stated to MN that she wanted them re-homed. The Dispute Response also says

Ms. Robitaille stated that her animals “needed to be rehomed as she was suicidal and not able to care for them.”

24. I find MN’s statement does not support these assertions in the Dispute Response. MN did not say that Ms. Robitaille wanted her animals re-homed, or that she felt they needed to be re-homed. This is also true of MN’s text messages in evidence, which confirm her later written statement.
25. Also, I find that RR’s own emails to the veterinary clinic do not support that Ms. Robitaille “divested” the animals to OHS, or agreed to surrender them for re-homing. Instead, RR’s July 25 email to the veterinary clinic says, “It doesn’t appear that the owner will be able to have these animals returned we are learning.” I find this email suggests that Ms. Robitaille had not willingly or fully agreed to surrender her animals for adoption by others.
26. Similarly, in a February 19, 2025 email to the veterinary clinic, RR wrote that Ms. Robitaille’s animals “were essentially abandoned within OHS when she was institutionalized.” Again, this does not support the conclusion that Ms. Robitaille agreed to surrender her pets.
27. OHS says it does not provide temporary foster care or animal boarding. However, both parties agree that OHS did provide temporary care for Ms. Robitaille’s five animals in May and June 2024, only a month before MN picked up the animals again on July 23. I find this supports the conclusion that Ms. Robitaille reasonably expected that the second situation was also temporary, and was not a permanent surrender. For the same reason, I find Ms. Robitaille did not abandon her animals, as she had a reasonable expectation based on recent past practice that OHS would care for them and return them to her.
28. I place significant weight on the fact that there is no documentation indicating that Ms. Robitaille agreed to surrender her animals. In *Sin v. CTRS Cat Therapy and Rescue Society*, 2021 BCCRT 1339, a tribunal member concluded that the applicant had permanently surrendered her cat to the rescue society, and was not

entitled to its return. The tribunal member relied on the fact that the applicant had signed a form specifying her agreement to surrender ownership of the cat and give up any right to its return. The tribunal member also noted that the applicant had sent emails confirming that she understood that she no longer owned the cat, even though she wanted it back.

29. In this case, Ms. Robitaille signed no form, and sent no such emails. I find the lack of supporting evidence strongly supports the conclusion that she did not surrender ownership of her animals.
30. OHS says Ms. Robitaille's daughter J agreed that OHS should put the animals up for adoption. However, there is no indication that J had legal authority to agree to dispose of personal property (which includes animals) on Ms. Robitaille's behalf.
31. One of OHS's main arguments is that the animals were in poor condition and Ms. Robitaille was not capable of providing proper care. OHS provided veterinary records which it says support its position. Ms. Robitaille strongly denies this.
32. In this dispute, I make no findings about whether the animals were healthy or whether Ms. Robitaille properly cared for them. This is because the *Prevention of Cruelty to Animals Act* gives the BC Society for the Prevention of Cruelty to Animals (SPCA) sole authority to take custody of animals in distress, using a specified process. This process includes a requirement to give the owner official written notice before an animal in custody is sold or given away.
33. This legislation means OHS had no legal authority to block Ms. Robitaille from accessing her pets, or to put them up for adoption, based on alleged mistreatment. Only the SPCA has that authority, and Ms. Robitaille provided an email from the SPCA stating that it was not involved in this case. So, I place no weight on OHS's evidence and submissions about the animals' treatment and condition, or Ms. Robitaille's ability to care for them.
34. OHS provided copies of two policies. One is about found, abandoned, and stray animals. It says found or abandoned animals are posted on OHS's website and

social media and an owner can claim them within five days. Ms. Robitaille's animals were not "found or abandoned," since OHS knew who owned them. Also, OHS did not post them as specified in the policy. So, I find this policy does not apply.

35. Similarly, OHS's Pet Assistance (Compassionate Care) Program does not apply, since it is about providing veterinary services to owners facing financial difficulties. It does not address pet surrender.
36. Finally, I place significant weight on Ms. Robitaille's uncontested evidence that OHS adopted out at least some of her animals after she talked to RR on September 1, 2024 and asked for them back.
37. Ms. Robitaille says she tried to call OHS in late August to reclaim her animals, and that when RR called her back on September 1, RR said she said the animals had already been adopted out. RR did not provide contrary evidence, and says the animals were adopted out in "August and September." The parties agree that shortly after the September 1 phone call, Ms. Robitaille's relative contacted OHS and adopted two of the cats, which had been posted on OHS's website. This relative did not tell OHS they were related to Ms. Robitaille, and immediately returned the two cats to her.
38. I find this evidence is significant because it proves that OHS deliberately blocked Ms. Robitaille from having the cats. As explained above, and following the non-binding but persuasive reasoning in *Sin v. CTRS Cat Therapy and Rescue Society*, I find Ms. Robitaille still owned the animals, had not surrendered them, and was entitled to their return. So, OHS's refusal was what is legally called the tort of conversion. As explained in paragraphs 213 and 214 of *Li v. Li*, 2017 BCSC 1312, conversion requires proof of the following:
 - a. OHS committed a wrongful act involving the animals, inconsistent with Ms. Robitaille's rights,
 - b. The act involved handling, disposing, or destroying the animals, and

- c. OHS's actions had the effect or intention of interfering with or denying Ms. Robitaille's right or title to the animals.

39. Based on the facts described above, I find OHS committed the tort of conversion by preventing Ms. Robitaille from having the animals.

Remedy

40. As noted above, Ms. Robitaille requests an order that OHS return her two cats and one dog. Generally, proving the tort of conversion entitles an applicant to return of their property. However, I cannot make that order, as the evidence before me establishes that OHS no longer has the animals. I acknowledge that this will be upsetting for Ms. Robitaille, due to her emotional attachment to the animals. But I cannot make a legally enforceable order for OHS to return animals it does not have.

41. I also cannot order OHS to obtain the animals from whoever adopted them. First, those individuals are not parties to this dispute. Second, under the CRTA, in a small claims dispute like this one, the CRT can only order monetary payments or return of personal property. The CRT cannot make other injunctive orders (orders to do or not do something) in a small claims dispute. This would include an order to obtain animals from someone else.

42. Instead, I find the only available legal alternative is to order damages as compensation. Ms. Robitaille claimed \$5,000 for the three pets she no longer has. She provided no specific evidence about their monetary value, which I find is low. She says she adopted them as rescues in 2016, so I accept she did not purchase them. In the circumstances, I find that \$1,000 per animal, for a total of \$3,000, is an appropriate amount of damages that recognizes the non-monetary emotional value of the animals.

43. Again, I recognize that this is not a true replacement for the loss of Ms. Robitaille's pets.

44. OHS provided evidence about the cost of veterinary and other care. However, OHS filed no counterclaim, so I make no order about that. I also find OHS is not entitled to any set-off (reduction) because there are no mutual debts between the parties.
45. The *Court Order Interest Act* (COIA) applies to the CRT. However, on her dispute application Ms. Robitaille said she did not claim pre-judgment interest, so I order none.
46. As Ms. Robitaille was successful in this dispute, under CRTA section 49 and the CRT's rules I find she is entitled to reimbursement of \$125 in CRT fees. Neither party claimed dispute-related expenses, so I order none.

ORDERS

47. I order that within 30 days of this decision, OHS must pay Ms. Robitaille a total of \$3,125, broken down as follows:
- a. \$3,000 in damages, and
 - b. \$125 in CRT fees.
48. Ms. Robitaille is entitled to post-judgment interest under the COIA, as applicable.
49. 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 BC Provincial Court. Once filed, a CRT order has the same force and effect as an order of the BC Provincial Court.

Kate Campbell, Vice Chair