



# Civil Resolution Tribunal

Date Issued: April 29, 2026

Files: SC-2024-011006  
and SC-CC-2025-000645

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dai v. Xu*, 2026 BCCRT 678

BETWEEN:

HAN HUI DAI

**APPLICANT**

AND:

YONG XU

**RESPONDENT**

AND:

HAN HUI DAI

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Amanda Binnie

## INTRODUCTION

1. Han Hui Dai and Yong Xu are former romantic partners. In dispute SC-2024-011006, Ms. Dai says Mr. Xu owes her \$1,548.01 for items she purchased on his

behalf, as loans. Mr. Xu says Ms. Dai's claim is false, as there were no loans between the parties.

2. In dispute SC-CC-2025-000645, Mr. Xu said Ms. Dai threw rocks at his windows and harassed him. Mr. Xu claims \$1,321.60 to replace his windows and \$2,000 for harassment. Ms. Dai says these claims are false, as Mr. Xu cancelled the criminal case against her.
3. The parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 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. These are the CRT's formal written reasons.
5. 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. As the parties each question the other's truthfulness, credibility is an issue in this dispute. Resolving credibility issues may be a reason to hold an oral hearing. However, in *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the BC Court of Appeal said that while oral hearings can resolve credibility issues in some cases, the advantages of an oral hearing must be balanced against the CRT's mandate.
6. Here, the claimed amounts are relatively low. I have the parties' correspondence over the relevant period. In the circumstances, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. So, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.

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.

### ***Family Law Act***

8. This dispute happened after the breakdown of a romantic relationship. However, no party says they were spouses or married, and Ms. Dai says their relationship was less than 2 years. So, I find the *Family Law Act* does not apply and this dispute falls within the CRT's jurisdiction.

### **ISSUES**

9. The issues in this dispute are:
  - a. Is Ms. Dai entitled to \$1,548.01 for loans?
  - b. Did Ms. Dai damage Mr. Xu's windows?
  - c. If so, is Mr. Xu entitled to \$1,321.60 for damaged windows?
  - d. Is Mr. Xu entitled to \$2,000 for harassment?

### **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, Ms. Dai, as the applicant, must prove her claims on a balance of probabilities, meaning more likely than not. Mr. Xu has the same burden to prove his counterclaims. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
11. Ms. Dai says the parties were in a relationship between July 2021 and early February 2023, which Mr. Xu does not dispute.
12. Given the evidence and submissions are relatively limited, I address them as needed under each claim. I turn to each party's claims.

***Is Ms. Dai entitled to \$1,548.01 for loans?***

13. Ms. Dai says on October 15, 2022, she purchased two sculptures worth \$750 for Mr. Xu. Ms. Dai relies on the December 1, 2023 statement of DJ, the owner of the Kimberlee Diamond & Loan Inc. DJ described the statues, valued at \$150 and \$600, and said Ms. Dai paid for them, but Mr. Xu was the one who took them.
14. Ms. Dai says on October 17, she purchased a coat for \$798.01 from Arcteryx for Mr. Xu. She provided a copy of her credit card statement, showing a purchase for that amount from Arcteryx on that date. Together, these total her claimed \$1,548.01.
15. Mr. Xu does not specifically dispute that Ms. Dai paid for these items. However, Mr. Xu says Ms. Dai fabricated these loans as revenge for their relationship ending. I infer that Mr. Xu is alleging that these items were purchased for him as gifts.
16. As the person alleging a gift, Mr. Xu has the burden of proving it. Mr. Xu must show Ms. Dai intended to gift these items to him in a way that was inconsistent with any other intention or purpose. See: *Pecore v. Pecore*, 2007 SCC 17 and *Lundy v. Lundy*, 2010 BCSC 1004. The context of the parties' relationship is relevant, but not determinative. Once a gift is made, it cannot be revoked. See: *Bergen v. Bergen*, 2013 BCCA 492.
17. Here, I find the evidence shows Ms. Dai generally paid for things during the parties' relationship. This included trips, meals, and other items.
18. Ms. Dai did not begin asking for any repayment until February 23, after the alleged window breaking on February 20. In that email, Ms. Dai said she "likes to spend money" on the "one I love, to the one who is worth it", and concludes by saying as Mr. Xu is "not worth it" and asks him to repay her 1,465.30 yuan. Ms. Dai listed the items she had paid for during their relationship, including restaurant meals, flowers, a wallet, and groceries, totaling 1,465.30 yuan.
19. On February 24, Ms. Dai said her expenses were actually higher, and referred to ferry tickets and souvenirs she had also purchased. Finally, on February 28, she

asked for a further 300 yuan to compensate her for driving Mr. Xu's father to a tulip festival.

20. Neither the sculptures nor the jacket was included in any of Ms. Dai's emails. However, I find Ms. Dai's wording in her February 23 email is consistent with her gifting Mr. Xu these items during their relationship. There is no evidence of any discussions about repayment before that date, and Ms. Dai's February 23 email makes it clear that was the first time she requested any repayment. Following the test set out above in *Pecore*, I find her actions are inconsistent with any other intention or purpose. I find her conduct in asking Mr. Xu to repay these amounts, only after their relationship broke down, is an attempt to revoke those gifts.
21. Based on the above, I find the sculptures and jacket were gifts, which means Ms. Dai could not later revoke them and claim payment. I dismiss her claim for \$1,548.01.

***Did Ms. Dai damage Mr. Xu's windows?***

22. After the parties broke up, on February 20, Mr. Xu says Ms. Dai damaged 3 windows in his home by throwing rocks at them.
23. Mr. Xu relies on a February 20 message from Ms. Dai. At 10:27 pm, Ms. Dai texted Mr. Xu asking him to "please come out". Mr. Xu responded that she had to pay for the windowpane she smashed. Ms. Dai responded that "you deserve that". On February 26, Ms. Dai texted "the window was just broken, it was snowing heavily."
24. Mr. Xu also relies on the criminal charges laid against Ms. Dai. I accept that Ms. Dai was charged with "Mischief – under \$5,000" on April 4, 2023 for "wilfully damaging" Mr. Xu's windows. Though these charges refer to the events happening on or about March 2, 2023, I am satisfied from Mr. Xu's messages with the police officer investigating that this was intended to refer to the February 20 damage.

25. Ms. Dai does not deny sending these messages to Mr. Xu. Instead, Ms. Dai says she is innocent because the crown stayed the charges. Ms. Dai also says Mr. Xu made up this allegation because he owed her money.
26. I find the crown staying charges against Ms. Dai is not the same as a finding that Ms. Dai did not break Mr. Xu's windows. Criminal charges are subject to a higher standard of proof, proof beyond a reasonable doubt, than civil matters like this one.
27. Here, I find it more likely than not that Ms. Dai did break Mr. Xu's windows. I find her text saying "please come out", shows she was likely at Mr. Xu's home on February 20. I also find there is no other reasonable explanation for her responding "you deserve it", to Mr. Xu saying she needed to pay for the window. If the accusation was untrue, I would have expected her to say so. I find Ms. Dai's February 26 message is also consistent with her breaking the window. Finally, while not determinative, I put some weight on a police officer attending, viewing the windows, and forwarding charges to the crown against Ms. Dai, who later charged her with mischief.

***Is Mr. Xu entitled to \$1,321.60 for damaged windows?***

28. However, Mr. Xu must still prove his damages. Mr. Xu did not provide any photos of the damaged windows. He only provided a \$1,321.60 invoice to replace them, which is \$1,100 for 3 windows, \$80 for 2 screens, and \$141.60 in taxes. In his initial message to Ms. Dai, Mr. Xu says only that she broke "the windowpane". I note this was in a translated message and the remainder of the evidence and Mr. Xu's submissions refer to "windows", so I accept more than one window was broken.
29. In *Rowe v Walker*, 2019 BCSC 956, the BC Supreme Court said that where there is tortious (wrongful) damage to property, which I find happened here, replacement costs will be the starting point for damages. The court said whether those damages should be adjusted for betterment is case specific. Betterment is a legal principle meant to avoid overcompensating an individual for an item's full replacement, when that would give the person with an item of greater value than they had before.

30. So, I accept \$1,321.60 is the starting point for Mr. Xu's damages. However, Mr. Xu does not say why the screens also needed replacement, so I deduct \$80 for them. Further, as Mr. Xu also did not provide any evidence about the windows' age or condition when they were broken, I find it appropriate to deduct a further 10% to account for betterment. So, I find Ms. Dai must pay Mr. Xu \$990 plus tax, or \$1,108.80.

***Is Mr. Xu entitled to \$2,000 for harassment?***

31. Mr. Xu says Ms. Dai's text messages and emails after they broke up were harassment and caused him emotional distress. Mr. Xu claims \$2,000.

32. Ms. Dai says she is innocent, and Mr. Xu clearly owed her money.

33. There is no recognized tort of harassment in BC. See: *Tan v. British Columbia (Housing Management Commission)*, 2025 BCSC 49 at paragraph 20, and *Anderson v. Double M Construction Ltd.*, 2021 BCSC 1473 at paragraph 61. So, I dismiss Mr. Xu's claim for \$2,000 on that basis.

34. However, Mr. Xu says Ms. Dai's harassment caused emotional distress, which I find could be a claim for intentional infliction of mental distress. To award damages for mental distress, there must be some evidentiary basis for it. See: *Lau v. Royal Bank of Canada*, 2017 BCCA 253 at paragraphs 49 to 50. That basis must prove distress that goes beyond ordinary upset. While medical evidence is not always necessary, there must be some evidence to prove the applicant's claims. For example, testimony about a serious and prolonged disruption, beyond ordinary emotional upset or distress, could serve as such evidence. See: *Saadati v. Moorhead*, 2017 SCC 28. As Mr. Xu did not provide any of this evidence, I dismiss this claim.

35. In any event, the parties clearly disagreed about whether Mr. Xu owed Ms. Dai any money. While I have found Mr. Xu is not required to reimburse Ms. Dai, in the circumstances, I find there is nothing in Ms. Dai's emails or text messages that rose to the level of harassment.

36. The *Court Order Interest Act* applies to the CRT. Mr. Xu is entitled to pre-judgment interest on the \$1,108.80 from March 28, 2023, the date of the replacement invoice, to the date of this decision. This equals \$106.16.
37. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Ms. Dai was unsuccessful, I dismiss her claims for reimbursement of CRT fees. As Mr. Xu was partially successful in his counterclaim, I find he is entitled to reimbursement of half his paid CRT fees, or \$67.50. Neither party claimed any dispute-related expenses.

## **ORDERS**

38. Within 30 days of the date of this decision, I order Ms. Dai to pay Mr. Xu a total of \$1,282.46, broken down as follows:
- a. \$1,108.80 in damages,
  - b. \$106.16 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$67.50 in CRT fees.
39. Mr. Xu is entitled to post-judgment interest, as applicable.
40. I dismiss Ms. Dai's claims and Mr. Xu's remaining counterclaims.
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.

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Amanda Binnie, Tribunal Member