



Civil Resolution Tribunal

Date Issued: November 21, 2023

Files: CS-2022-008306

Type: Societies and Cooperatives

Civil Resolution Tribunal

Indexed as: *Filipino Seniors Club of British Columbia v. Alparaque*, 2023 BCCRT 1005

B E T W E E N :

FILIPINO SENIORS CLUB OF BRITISH COLUMBIA

APPLICANT

A N D :

MARIUS ALPARAQUE and ANGELITA HELEN DELA ROSA

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is 1 of 2 linked disputes, which have common issues and facts. This dispute is file number CS-2022-008306. The other is dispute number CS-2022-006716. So, I have considered the collective evidence and submissions in both disputes to avoid inconsistent findings. However, I have written 2 separate decisions because the parties are different.

2. This dispute is about the finances of the applicant registered society, Filipino Seniors Club of British Columbia (FSCBC). FSCBC says that the respondents, Marius Alparaque and Angelita Helen Dela Rosa, must reimburse the following amounts: 1) \$400 in expenses for mail, printing, office supplies, changing delivery addresses, and room rentals, 2) \$11,000 for money illegally transferred from FSCBC's bank account, and 3) \$300 for online fitness instruction. In total FSCBC claims repayment of \$11,700.
3. The respondents disagree. They say that FSCBC's representative in this dispute, Ana Maria Butcher, is currently not an officer or director of FSCBC and cannot bring forward these claims. They also deny any wrongdoing or liability.
4. Ms. Butcher represents FSCBC. The respondents each represent themselves.
5. For the reasons that follow, I dismiss this claim.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over certain society claims under section 129 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 says 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, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
7. CRTA section 39 says the CRT has discretion to decide the format of the hearing, 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. Further, 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 and fairness.

8. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, even where the information would not be admissible in court.
9. Under CRTA section 131, in resolving this dispute the CRT may order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

ISSUES

10. The first issue I must consider is whether Ms. Butcher may act as FSCBC's representative in this dispute. If so, I must then consider whether the respondents must repay FSCBC any amounts alleged as owing.

BACKGROUND, EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, FSCBC as the applicant must prove its claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
12. The background of this dispute is discussed at length in my decision numbered CS-2022-006716. In that decision I found that Ms. Butcher ceased being an officer and director on September 25, 2021. Ms. Butcher applied for dispute resolution in connection with this dispute on November 2, 2022.
13. CRTA section 20(5)(a) says that in the case of a party that is a corporation, partnership, or other form of organization or office with capacity to be a party to a court proceeding, the person acting for the party in the CRT proceeding must be a director, officer, or partner of the party. Similarly, CRT rule 1.14(1)(f) says that a party that is a society must act through a director, senior manager, or authorized member or employee.

14. CRT rule 1.14(2) says a person acting for, or representing, an organization must have authority to bind the party at all stages of the CRT process. Section 52 of the *Societies Act* says that a society's directors must manage or supervise the management of the activities and internal affairs of the society.
15. As I noted in my other decision, I found from the above that a director has the authority to represent a society like FSCBC in a CRT dispute. I have already found that Ms. Butcher ceased being an officer or director of FSCBC in September 2021. There is no indication that she has become a director, senior manager, or authorized member or employee since then. So, I find she had no authority to represent FSCBC when she applied for dispute resolution in November 2022, nor at any point thereafter.
16. Given the above, I find that FSCBC essentially did not comply with the CRTA or CRT rules. Rule 1.4(3) says that to determine how to proceed when a party is non-compliant, the CRT will consider:
 - a. Whether an issue raised by the claim or dispute is of importance to persons other than the parties to the dispute,
 - b. The stage in the facilitation process at which the non-compliance occurs,
 - c. The nature and extent of the non-compliance,
 - d. The relative prejudice to the parties of the CRT's order addressing the non-compliance, and
 - e. The effect of the non-compliance on the CRT's resources and mandate.
17. I find that the non-compliance is severe, occurred early and is ongoing, and highly prejudicial to the respondents. This was not a situation where, for example, a person slightly overstepped their authorization with the consent of FSCBC's directors. I also find that allowing a person to act as representative that is not normally authorized to do so would be counter to the CRT's mandate that includes providing dispute resolution services in a speedy or economical manner.

18. I find the issues raised would be of some importance to the members of FSCBC. However, I find the above-noted factors heavily outweigh this consideration. So, I dismiss FSCBS's claims under CRT rule 1.4(2)(c).

CRT FEES AND EXPENSES

19. Under section 49 of the CRTA, 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. I see no reason in this case not to follow that general rule. I dismiss FSCBC's claims for reimbursement of CRT fees. The parties did not claim any specific dispute-related expenses.

ORDER

20. I dismiss FSCBC's claims and this dispute.

David Jiang, Tribunal Member