



# Civil Resolution Tribunal

Date Issued: October 4, 2019

File: SC-2019-002468

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Seagroves v. Kuhn*, 2019 BCCRT 1164

**B E T W E E N :**

LINDSAY SEAGROVES

**APPLICANT**

**A N D :**

KARL KUHN

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Trisha Apland

## INTRODUCTION

1. This is a dispute about a vehicle registration.
2. It is undisputed that the respondent, Karl Kuhn, gifted the applicant, Lindsay Seagroves, a 2009 GMC, Sierra pick-up truck. The applicant had been living in a romantic relationship with the respondent in Canada. The parties broke up and the

applicant moved to the United States. The applicant says the respondent failed to give her the vehicle's registration when he gifted the truck. She says she is unable to import the truck into the United States without the registration. The applicant asks for an order that the respondent give her a copy of his Alberta registration certificate, which she values at \$500.

3. The respondent says he does not have the Alberta vehicle registration and is unable to provide it. I infer he is asking me to dismiss the dispute.
4. The parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

5. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
6. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. Though I found that some aspects of the parties' submissions called each other's credibility into question, I find I am properly able to assess and weigh the documentary evidence and submissions before me without an oral hearing. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always necessary when credibility is in issue. Further, bearing in mind the tribunal's mandate of proportional and speedy dispute resolution, I decided I can properly hear this dispute through written submissions.
7. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a

court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

8. Under tribunal rule 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted under section 118 of the CRTA:
  - a. order a party to do or stop doing something;
  - b. order a party to pay money;
  - c. order any other terms or conditions the tribunal considers appropriate.

## **ISSUES**

9. The issues in this dispute are:
  - a. Does the tribunal have jurisdiction to resolve this dispute?
  - b. Should I should order the respondent to provide the applicant a copy of his vehicle registration certificate?
  - c. Should I order the respondent to pay the applicant \$500 in lieu of the vehicle registration certificate?

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, the applicant bears the burden of proving her claims on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
11. On January 30, 2019, the respondent provided the applicant with a signed letter stating that he gifted the truck in consideration for her leaving his residence. It is undisputed that the parties knew the applicant was moving and exporting the truck to the United States. The respondent's letter states that the respondent would keep the truck registered and insured in his name until February 28, 2019. It states, "at

that point the bill of sale will be active and all ownership of the vehicle shall be transferred” to the applicant. The letter does not say anything about providing the applicant with a copy of the registration certificate. Based on the parties’ submissions, I find that neither party knew at the time of the gift that the registration certificate was necessary for export.

12. The parties dispute whether the registration certificate was left in the truck when the applicant took possession of it. In any event, both parties say that they do not have a copy of the certificate and agree the certificate is missing.
13. Under section 118 of the CRTA, the tribunal may award relief of a claim up to \$5,000, for debt or damages, recovery of personal property, specific performance of an agreement relating to personal property or services, and relief from opposing claims to personal property. Under section 11 of the CRTA, the tribunal may refuse to resolve a claim where it is satisfied, on the evidence, that the claim is outside the tribunal’s jurisdiction. A dispute that involves some issues that are outside the tribunal’s jurisdiction may be amended to remove those issues. Under section 61 of the CRTA, the tribunal may make any order or give any direction in relation to a tribunal proceeding it thinks necessary to achieve the objects of the tribunal in accordance with its mandate.
14. Based on the parties’ submissions, it appeared the truck may be family property as defined under the *Family Law Act* (FLA) and given to her as part of the property division after the relationship terminated in 2018. It also appeared that Ms. Seagroves may have filed a court action over a related issue. Therefore, I invited the parties’ submissions about whether the tribunal had jurisdiction over this dispute. I have reviewed the parties’ submissions on jurisdiction. I am satisfied that the truck is not spousal property and this dispute is unrelated to the other court proceeding.
15. However, I find that I still do not have jurisdiction to make the order the applicant seeks, which is an order that the respondent provide a copy of the registration certificate. This is because I find no evidence that the agreement to gift the truck

included a copy of the certificate. Again, there is no mention of the certificate in the respondent's January 30, 2019 letter and the parties did not know the certificate was needed. Give this, I cannot find inclusion of the certificate was an implied term of the parties' agreement. Since I find the certificate was not part of the agreement, I find the applicant's claim is not for specific performance of an agreement over personal property under section 118(1)(c) of the CRTA. I find there is no other CRTA provision that would allow me to order a party to take a specific action in a small claims dispute, which is a form of injunctive relief. The tribunal's jurisdiction in this dispute is limited to what is set out in section 118 of the CRTA. Accordingly, I find I must refuse to resolve the applicant's claim that the respondent provide a copy of the vehicle registration certificate.

16. Since the applicant valued her claim at \$500, I infer that in the alternative she seeks an order for \$500. As mentioned, the tribunal has jurisdiction over debt or damages up to \$5,000.
17. To be entitled to payment, the applicant would need to establish both that the respondent breached their agreement by failing to provide the certificate and the certificate's value. I find the applicant has established neither. As mentioned, I find the agreement did not include a copy of the certificate. There is also no evidence to establish its value. Therefore, I dismiss the applicant's claim for \$500.
18. Under section 49 of the CRTA and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. As the unsuccessful party I find the applicant is not entitled to reimbursement of her tribunal fees or dispute-related expenses.

## **ORDERS**

19. I refuse to resolve the applicant's claim for a copy of the registration certificate under section 11(1)(e) of the CRTA. I dismiss the applicant's claim for \$500.

20. The applicant's remaining claims are dismissed.

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Trisha Apland, Tribunal Member