



Civil Resolution Tribunal

Date Issued: February 12, 2024

File: SC-2023-003675

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *De Haan v. Sources Community Resources Society*, 2024 BCCRT 132

B E T W E E N :

MARGARET EILEEN DE HAAN

APPLICANT

A N D :

SOURCES COMMUNITY RESOURCES SOCIETY and JASON
BLASCHUK

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. The applicant, Margaret Eileen De Haan¹, helped WP, an individual who was homeless, to secure accommodation. They also incurred expenses on WP's behalf

¹ The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure the CRT

for furniture, personal hygiene items, and laundry services. Eileen says the respondent, Sources Community Resources Society (Sources), accepted them as a community partner and WP as a client. So, they say Sources should reimburse their expenses, for which they claim \$561.03. The respondent, Jason Blaschuk, is a program manager with Sources. WP is not a party to this dispute.

2. Sources denies Eileen's claim. It says WP is not a Sources client, and neither Sources nor Mr. Blaschuk asked Eileen for assistance or authorized their expenditure of any reimbursable expenses. I infer Sources asks me to dismiss Eileen's claim.
3. Mr. Blaschuk did not file a Dispute Response in his personal capacity, so he is technically in default. I address this below.
4. Eileen represents herself. Mr. Blaschuk represents Sources.

JURISDICTION AND PROCEDURE

5. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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.
6. 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 I am properly able to assess and weigh the documentary evidence and submissions before me, without the need for an oral hearing.

addresses them respectfully throughout the process, including in published decisions. The applicant, Margaret Eileen De Haan, declined to provide their pronouns or title. So, I will use gender neutral pronouns and their preferred name, Eileen, to refer to them throughout this decision, intending no disrespect.

7. CRTA section 42 of the CRTA says the CRT 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.

ISSUE

8. The issue in this dispute is whether the respondents are responsible to reimburse Eileen \$561.03 for their claimed expenses.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant, Eileen, must prove their claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but refer only to the information I find necessary to explain my decision.
10. First, I address Mr. Blaschuk's default status. Liability is generally assumed where a respondent is in default. Here, however, Sources' Dispute Response specifically says it is on behalf of both respondents. So, I find it clear Mr. Blaschuk intended to both represent Sources and participate in this dispute in his personal capacity, despite not having filed a separate Dispute Response for himself. Given this clear and demonstrated intention, I decline to assume liability against Mr. Blaschuk.
11. Next, I dismiss Eileen's claims against Mr. Blaschuk. Eileen does not make allegations against Mr. Blaschuk, or explain why they claimed against him personally. Societies are distinct legal entities, separate from their employees. It is undisputed that Mr. Blaschuk is a Sources employee, and that any interaction he had with Eileen was in that capacity. In these circumstances, I find there is no legal basis for Eileen's claims against Mr. Blaschuk personally.
12. I turn to Eileen's claims against Sources. Sources does not dispute that Eileen helped WP secure accommodation, or that they spent money on personal effects and services for WP. However, Sources says Eileen took it upon themselves to help WP

financially, and it should not be held responsible for that decision. Further, Sources says WP was not its client, nor was Eileen its employee or contractor, and at no time did it ask or authorize Eileen to incur the expenses for which they claim reimbursement. In support of this, Sources provided statements from 3 of its employees: Mr. Blaschuk, its executive director of community services, and ZB, a housing and outreach worker with whom Eileen met (more on this below). I see no reason that these statements would not be credible, and I give them weight.

13. Eileen disagrees with Sources' position. They say a Sources employee accepted WP as a client on March 16, 2023. However, the evidence does not support this. Emails between Eileen and a Sources employee, GH, show they arranged to meet on March 16 so that Eileen could provide GH with WP's documentation to begin the process of accessing certain services. However, there is no evidence Eileen provided GH with the necessary documentation, or that GH confirmed Sources was taking WP on as a client.
14. Also on March 16, Eileen and WP met with ZB. Eileen and ZB's accounts of what was discussed differ somewhat, but there is no evidence ZB agreed to take WP on as a client, or told Eileen that Sources could pay for expenditures they had made to support WP.
15. Even if Sources had taken WP on as a client, there is no evidence this would have made Sources responsible to repay Eileen for amounts they already spent on WP. That is, there is no evidence of any agreement between Eileen, whether as an employee, a contractor, or a community partner, and Sources to reimburse them for this spending. Eileen relies on a screenshot of Sources' website to show it partners with the general public to assist people who are homeless. Again, this is not evidence that Eileen is entitled to compensation for their incurred expenses.
16. While I recognize Eileen's efforts to help WP, I find they have simply not established any legal basis for their claim for reimbursement against Sources. I dismiss Eileen's claims against Sources.

ORDER

17. I dismiss Eileen's claims and this dispute.

Megan Stewart, Tribunal Member