



# Civil Resolution Tribunal

Date Issued: March 28, 2024

File: SC-2023-004682

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Gin v. Archer*, 2024 BCCRT 322

B E T W E E N :

STEPHANIE GIN

**APPLICANT**

A N D :

CINDY ARCHER

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Megan Stewart

## INTRODUCTION

1. This dispute is about Timmy, a dog the applicant, Stephanie Gin, adopted from Black Dog Rescue Society of BC (BDR).
2. Ms. Gin says the respondent, Cindy Archer, negligently or fraudulently misrepresented Timmy's reproductive status as neutered with falsified veterinary

records. She also says Ms. Archer lied about Timmy's age. Ms. Gin claims \$4,601.80 for overpayment of Timmy's adoption fee, veterinary expenses, property damage, and physical and emotional stress she suffered due to Ms. Archer's alleged misrepresentations and dishonesty.

3. Ms. Archer denies Ms. Gin's claims. She says Ms. Gin has wrongly claimed against Ms. Archer personally, because Ms. Archer's only relationship with Ms. Gin was as BDR's representative for Timmy's adoption. She says I should dismiss the claim on this basis.
4. In the alternative, Ms. Archer says Timmy was neutered when Ms. Gin adopted him. She also says rescue dogs' ages are often unknown and must be estimated by a vet. Ms. Archer says she did not purposely lie about Timmy's age. So, she also says I should dismiss the claim because Ms. Gin has not proven she did anything wrong.
5. The parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

6. 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 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.
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 I am properly able to assess and weigh the documentary evidence and submissions before me, without an oral hearing.
8. 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. The CRT may also ask questions of the parties and witnesses, and inform itself in any other way it considers appropriate.

## ISSUES

9. The issues in this dispute are:
  - a. Has Ms. Gin claimed against the right party?
  - b. If so, did Ms. Archer misrepresent Timmy's reproductive status or lie about his age, and is Ms. Gin entitled to her claimed damages?

## EVIDENCE AND ANALYSIS

10. As the applicant in a civil proceeding, Ms. Gin must prove her claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but refer only to information I find necessary to explain my decision. Ms. Gin did not provide final reply submissions, despite the opportunity to do so.
11. As noted above, Ms. Gin says Ms. Archer misrepresented that Timmy was neutered and lied about his age. She also says Ms. Archer did not require a signed contract, which is a questionable business practice. So, Ms. Gin says she should not have been charged BDR's higher puppy price since Timmy was over a year old when she adopted him, and she should not have had to pay to have him neutered. She claims \$175 for the overpayment, \$926.90 for neutering and other veterinary treatment, and \$3,500 for property she says Timmy damaged, as well as the emotional and physical stress she suffered in dealing with these issues.
12. Ms. Archer says Ms. Gin has claimed against the wrong party. She says since Ms. Gin adopted Timmy from BDR, a society, and Ms. Archer was acting for BDR in the adoption, she is not personally responsible for Ms. Gin's claimed damages. Alternatively, she disputes Ms. Gin's claims as described above.
13. Societies incorporated under the *Societies Act* are independent legal entities, separate from their directors and members. I asked CRT staff to perform a registry search to confirm BDR is an incorporated society, which the search did. The parties

were then offered an opportunity to comment on this new evidence in the context of Ms. Archer's position. Neither party commented.

14. The difficulty for Ms. Gin is that she has made no allegations that Ms. Archer engaged in wrongdoing outside of her role as BDR's director and representative to facilitate Timmy's adoption. Ms. Gin says Ms. Archer promised Timmy was neutered and under 1 year old, but that was not the case. So, I find Ms. Gin's claim is for breach of the adoption agreement. The agreement Ms. Gin had to adopt Timmy was with BDR and not with Ms. Archer. I find Ms. Archer cannot be held responsible for any breaches of an agreement she was not a party to. In these circumstances, I find there is no legal basis for Ms. Gin's claims against Ms. Archer personally. I dismiss Ms. Gin's claims. Nothing in this decision prevents Ms. Gin from filing a claim against BDR, subject to applicable limitation periods.
15. Ms. Archer asks that I order Ms. Gin to return Timmy to BDR for re-homing under the terms of Timmy's adoption agreement. Ms. Archer did not counterclaim for this remedy, but even if she had, I would have found she lacked standing (the legal right), to claim against Ms. Gin for the reasons explained above. So, I decline to make Ms. Archer's requested order.
16. Under section 49 of the CRTA 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. Gin was unsuccessful, I dismiss her fee claim. Ms. Archer was successful but did not pay fees. Neither party claimed dispute-related expenses, so I award none.

## **ORDER**

17. I dismiss Ms. Gin's claims and this dispute.

---

Megan Stewart, Tribunal Member