



Civil Resolution Tribunal

Date Issued: December 17, 2024

File: SC-2023-005012

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *1186889 B.C. Ltd. v. Caldwell*, 2024 BCCRT 1279

B E T W E E N :

1186889 B.C. LTD.

APPLICANT

A N D :

MERCEDES CALDWELL

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. This dispute is about a dog breeding contract.
2. The applicant, 1186889 B.C. Ltd. (118), says it gave the respondent, Mercedes Caldwell, a dog named Rebel at no cost. 118 says Ms. Caldwell signed a contract which allowed 118 to breed Rebel when she was in heat. It says Ms. Caldwell

breached the contract by refusing to provide it access to Rebel. 118 asks for Rebel to be returned to it or \$5,000 to purchase an equivalent breeding dog.

3. Ms. Caldwell says that she did not have a contract with 118. She also says that the dog breeding contract is unconscionable.
4. 118 is represented by one of its principals, KS. Ms. Caldwell is self-represented.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act (CRTA)*. Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
6. Section 39 of the CRTA says the CRT has discretion to decide the hearing's format. 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.
7. 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 court.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money, or make an order that includes any terms or conditions the CRT considers appropriate.

Preliminary Issue – Jurisdiction

9. The dog breeding contract has a clause which says that conflicts will be resolved in a specific town in British Columbia. This appears to be a forum selection clause,

however, it is unclear which forum in this town would be used. In any event, neither party relied on this clause or argued that the CRT was not an appropriate forum. So, I find the parties agreed to the CRT having jurisdiction over this dispute.

ISSUES

10. The issues in this dispute are:

- a. Did the parties have a contract?
- b. If the parties did have a contract, did Ms. Caldwell breach the contract and, if so, should she pay damages to 118?

EVIDENCE AND ANALYSIS

- 11. In a civil proceeding like this one, 118 must prove its 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 evidence and argument that I find relevant to provide context for my decision.
- 12. Ms. Caldwell raises a preliminary issue about privity of contract. This is a legal doctrine that says contracts cannot impose obligations or give rights to people who are not parties to the contract. In other words, only a party to a contract has standing, or the legal right, to sue another person for breaching the contract. Ms. Caldwell says she does not have a contract with 118. I agree for the following reasons.
- 13. The parties agree that Ms. Caldwell signed a dog breeding contract which was lost. Ms. Caldwell later re-signed a dog breeding contract on June 2, 2019. The contract says it is between the "Buyer" and the "Breeder." The Buyer is defined as Ms. Caldwell and her former partner, JA. The Breeder is defined as "Van Isle Aussies." Two individuals, KS and MS, signed the contract on behalf of Van Isle Aussies.

14. It is a well-established legal principle that if a person signs a contract as an agent for a corporation, they must advise the other party of that fact (see *Pageant Media Ltd. v. Piche*, 2013 BCCA 537 at paragraph 41).
15. KS says that Van Isle Aussies is 118's business name. This may be true. However, it is clear that KS and MS did not advise Ms. Caldwell that they were signing on behalf of 118. The dog breeding contract does not refer to 118. The address listed for Van Isle Aussies is not 118's registered and records office. The email sending the dog breeding contract to Ms. Caldwell is signed by KS personally. The texts and emails between KS and Ms. Caldwell do not refer to 118. Ms. Caldwell says, and 118 does not deny, that the first time she heard of 118 was when she was sent the CRT's Dispute Notice. I conclude that the dog breeding contract is between KS and MS, personally, and Ms. Caldwell and JA.
16. As 118 is not a party to the dog breeding contract, I find it does not have standing to bring a claim against Ms. Caldwell for damages. So, I dismiss 118's claims.
17. I make no findings about whether Ms. Caldwell is liable to KS and MS for breach of contract. I note, however, that a claim against Ms. Caldwell may be barred by the *Limitation Act*.
18. Ms. Caldwell alleges that the dog breeding contract is unconscionable. However, given my findings above, I do not need to decide this issue.
19. 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. 118 was not successful, so I dismiss its claim for CRT fees. Neither party claimed any dispute-related expenses.

ORDER

20. I dismiss 118's claims and this dispute.

Peter Mennie, Tribunal Member