



# Civil Resolution Tribunal

Date Issued: December 19, 2024

File: SC-2023-009267

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Morton v. Buxton*, 2024 BCCRT 1293

B E T W E E N :

KRYSTLE MORTON

**APPLICANT**

A N D :

CHERYL LEAH BUXTON

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Amanda Binnie

## INTRODUCTION

1. This dispute is about a scrapped vehicle. The applicant, Krystle Morton, is the daughter of the respondent, Cheryl Leah Buxton. Ms. Morton says Ms. Buxton had her Jeep destroyed without her consent. She claims \$3,200 for a vehicle to replace the destroyed Jeep.
2. Ms. Buxton says she was the Jeep's registered owner, but that it was stolen while in Ms. Morton's possession. Ms. Buxton says the RCMP contacted her when the Jeep

was found, and she towed it herself and scrapped it because it was not worth anything.

3. Ms. Morton is self-represented. Ms. Buxton is represented by AB, her granddaughter and Ms. Morton's niece, who is not a lawyer.

## **JURISDICTION AND PROCEDURE**

4. 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. 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.
5. Section 39 of the CRTA says the CRT has discretion to decide the hearing's format, 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. I also find while the parties disagree on Ms. Buxton's motivations, the main issue in this dispute is a legal one, not a credibility one. 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.
6. 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.
7. 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.

## **ISSUES**

8. The issues in this dispute are:
  - a. Was Ms. Buxton entitled to dispose of the Jeep?
  - b. If not, does Ms. Buxton owe Ms. Morton \$3,200, or some other amount, for the Jeep?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, Ms. Morton must prove her claims on a balance of probabilities. 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.
10. As noted above, the parties are family members. Ms. Morton provided text messages between herself and AB. These messages address past difficulties in the parties' relationship. As those issues are not part of this dispute, I rely only on those text messages that deal with circumstances surrounding the Jeep.
11. I turn to the dispute's background. Ms. Morton says, and Ms. Buxton does not dispute, that she paid \$3,200 for the Jeep in November 2020. This is supported by RV's statement, who says they witnessed Ms. Morton pay for the Jeep by bank draft. I infer RV is Ms. Morton's friend.
12. The parties agree the Jeep was registered and insured in Ms. Buxton's name at all relevant times. Ms. Morton says this was because she had fines with the Insurance Corporation of British Columbia (ICBC) and could not register or insure it herself. I accept this as the reason the Jeep was in Ms. Buxton's name.
13. Ms. Morton provided invoices for repairs and maintenance she had done to the Jeep in 2020 and 2021. This included oil changes, new tires, new struts, and a control arm replacement with wheel alignment. She says this amount totals \$3,759.55. Though some of the invoices are difficult to read, I find this generally aligns with the amounts

I can read. However, I find Ms. Morton's assertion in text messages and submissions that she put \$10,000 to \$15,000 into the Jeep unsupported on the evidence.

14. The Jeep was stolen in July 2022. The evidence is somewhat unclear on this point, but I accept that the majority of the Jeep's windows were smashed as a result.
15. Ms. Buxton says she believed she signed the vehicle for scrap after the theft. Ms. Buxton was mistaken on this point, and I infer ICBC instead returned it to Ms. Morton. Ms. Morton says she parked the vehicle with a friend over the winter while she saved money for new windows.
16. On April 5, 2023, Ms. Morton tried to drive the uninsured Jeep a short distance to another friend's house to replace the windows, as she could not afford a tow truck. The Jeep began to overheat on that trip, so Ms. Morton left it at a gas station. Ms. Morton provided a statement from BV, a friend and mechanic, who says the serpentine belt had snapped, caused by a seized pulley and bearing.
17. Ms. Buxton says she was contacted by the RCMP on April 5, who told her the Jeep was abandoned at a gas station and Ms. Buxton had 24 hours to move the vehicle or she would have to pay all charges associated with the Jeep's towing and impoundment. The RCMP said it would be impounded because it was uninsured and unroadworthy. I accept Ms. Buxton's evidence about what the RCMP told her.
18. As Ms. Buxton could not afford the Jeep's towing or impoundment, Ms. Buxton, AB and W towed the Jeep themselves to a mechanic friend's property. It is unclear if W is the mechanic friend or someone else, but nothing turns on this.
19. The mechanic friend apparently discovered, in addition to the previously listed damage, the Jeep had no battery, a missing oil pan, and a seized engine. The Jeep also would not start. Ms. Buxton provided no evidence from this mechanic friend, and I place no weight on these alleged further issues. However, I accept they confirm BV's findings about the Jeep's mechanical problems.

20. Ms. Buxton says she then decided to scrap the vehicle and received \$123 for it. She says she used this to pay for the trailer rental to tow the Jeep, and brief storage before it was scrapped. She provided no evidence to support these expenses.

***Was Ms. Buxton entitled to dispose of the Jeep?***

21. There is no dispute that Ms. Buxton was the Jeep's legal, or registered, owner, which is supported by the ICBC paperwork in evidence.
22. However, I find the evidence shows that Ms. Morton paid for the Jeep, its insurance, and its maintenance. So, I find she was the Jeep's beneficial owner, meaning she had ultimate ownership rights, despite not having legal title. As there is no evidence Ms. Buxton paid anything for the Jeep or its maintenance, I find Ms. Morton was the Jeep's sole beneficiary. As a result, I find Ms. Buxton had legal ownership only.
23. I turn now to the law. The issue is whether Ms. Buxton disposing of the Jeep amounts to the tort of conversion. Conversion is when a person wrongfully handles, disposes of, or destroys another person's personal property in a way that is not consistent with the owner's rights (see: *Li v. Li*, 2017 BCSC 1312).
24. For conversion to apply, Ms. Morton must prove Ms. Buxton's act was "wrongful," which means it must be unjust, unfair, or harmful (see: *Charbonneau v. Mundie's Towing*, 2008 BCPC 239).
25. Ms. Buxton says she had the right to dispose of the Jeep because she was the legal owner. However, as noted above, I find Ms. Morton was the Jeep's actual owner.
26. Ms. Buxton also says she had a third party try to contact Ms. Morton about the Jeep, but that they were not able to get in touch with her. Ms. Buxton provided no supporting evidence of this call, such as a statement from that third party.
27. Later text messages show AB and M, Ms. Buxton's friend, were in contact with Ms. Morton. The messages from AB also suggest Ms. Buxton did not try to contact Ms. Morton about the Jeep, because she did not think she needed to. Even accepting the

parties had a poor relationship, I find it likely that if Ms. Buxton tried, she could have reached Ms. Morton.

28. Based on the above, I find Ms. Buxton wrongfully disposed of the Jeep. By doing this, she committed the tort of conversion.

***Does Ms. Buxton owe Ms. Morton \$3,200, or some other amount, for the Jeep?***

29. Having found Ms. Buxton committed conversion of the Jeep, I turn to damages. The normal remedy for conversion is the item's value at the time it was wrongfully taken.
30. Ms. Morton claims \$3,200 for the Jeep, which is the amount she paid for it in 2020. Ms. Morton says she ordered replacement windows and other parts, but provides no value for these. Ms. Buxton does not specifically say what the Jeep was worth, only that she received \$123 from the scrapyard for it.
31. At the time the Jeep was scrapped, Ms. Morton says it had smashed windows, a snapped serpentine belt, and a seized pulley and bearing. She provides no evidence of how much these would cost to fix, or the Jeep's value while unrepaired.
32. Photos of the Jeep when Ms. Buxton towed it also show other damage to the Jeep's body. ICBC documents in evidence show the Jeep's mileage at 268,000 kilometers. The parties agree it was a 2009 Jeep, which means it was roughly 14 years old when it was scrapped. I find the Jeep's age, mileage, and condition significantly reduced the Jeep's value.
33. As I have no other evidence to base the Jeep's remaining value on, I find it is limited to the amount Ms. Buxton was paid for scrapping it. As Ms. Morton does not dispute this was \$123, I order Ms. Buxton to pay Ms. Morton \$123.
34. The *Court Order Interest Act* applies to the CRT. However, Ms. Morton explicitly did not claim interest and so I award none.

35. 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. Morton was partially successful, I find she is entitled to \$87.50, which is half her paid CRT fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

36. Within 30 days of the date of this order, I order Ms. Buxton to pay Ms. Morton a total of \$210.50, broken down as follows:

- a. \$123 in damages, and
- b. \$87.50 in CRT fees.

37. Ms. Morton is entitled to post-judgment interest, as applicable.

38. This is a validated decision and order. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

---

Amanda Binnie, Tribunal Member