



# Civil Resolution Tribunal

Date Issued: June 6, 2018

File: SC-2017-005623

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Danzmode Productions Ltd. v. Middleton*, 2018 BCCRT 238

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

Danzmode Productions Ltd.

**APPLICANT**

**A N D :**

Anna Middleton

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Shelley Lopez, Vice Chair

## **INTRODUCTION**

1. This dispute is about an alleged unpaid account for dance lessons. The applicant Danzmode Productions Ltd. provided dance lessons and costumes to the respondent Anna Middleton's daughter.

2. The applicant says \$2,074 remains outstanding on the account. The respondent says that based on the applicant's former owner's e-mail evidence, at most the outstanding balance was \$1,026.00 as of August 31, 2016. The respondent also says the applicant's former owner had verbally agreed in February 2017 to write-off the outstanding balance because the respondent's daughter had a disappointing experience with the applicant dance company. The applicant's current owner first asked the respondent for the outstanding balance in July 2017. The parties are self-represented.

## **JURISDICTION AND PROCEDURE**

3. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 3.1 of the *Civil Resolution Tribunal Act* (Act). 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.
4. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions, because I find that there are no significant issues of credibility or other reasons that might require an oral hearing. Neither party requested an oral hearing.
5. 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.
6. Under the Act and tribunal rule 126, in resolving this dispute the tribunal may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

## **ISSUES**

7. The issue in this dispute is to what extent the respondent owes the applicant an outstanding balance for dance lessons and costumes.

## **EVIDENCE AND ANALYSIS**

8. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
9. Based on the evidence before me, the applicant's current owner bought the applicant company sometime between February and July 2017. The applicant relies on a statement of account and registration forms for the 2014/2015 and 2015/2016 dance seasons. Each dance season runs from September to May.
10. In particular, the applicant relies on a statement of account that shows a total outstanding balance of \$2,074 at the end of June 2016. The running account dates back to June 30, 2015 with the first two entries totaling about \$10,000 being "prior balance".
11. I find the applicant's dispute must be dismissed, for the following reasons.
12. First, the applicant's former owner sent the respondent an email on August 31, 2016 stating that the outstanding balance for "last season's April, May, and June classes" was \$1,026.00. The applicant did not provide any explanation of the inconsistency between the \$1,026 figure and the \$2,074 claimed as set out in the accounting statement, despite having the opportunity to do so in a reply submission. I therefore find I cannot place much weight on the accounting statements, bearing in mind the applicant bears the burden of proof.
13. Second, the respondent alleges that she and the applicant's former owner had a verbal conversation in mid-February 2017, during which the former owner reassured her that she would write off the balance owing, given the respondent's

daughter's poor experience. Both parties provided limited evidence, but I find the respondent's submission and email evidence support a conclusion that the applicant's former owner recognized the respondent was unhappy with the service provided.

14. The respondent's submissions detail how she and the former owner would frequently exchange emails, including the former owner asking for payment. Yet, after the February 2017 conversation, the respondent did not hear anything about an outstanding balance until the applicant's current owner contacted her in July 2017. Notably, the applicant did not address any of this evidence, as it chose not to provide any reply submissions. Further, given the unreliability of the accounting statements, as set out above, I find that it would be consistent that the applicant's former owner had also not recorded her decision to write-off the respondent's balance.
15. On balance, I find the applicant has not proved that the respondent owes any outstanding balance to the applicant. I dismiss the applicant's claim accordingly. In accordance with the tribunal's rules, as the applicant was unsuccessful in this dispute I find it is not entitled to reimbursement of \$125 in tribunal fees paid.

## **ORDER**

16. I order that the applicant's dispute is dismissed.

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Shelley Lopez, Vice Chair