



Civil Resolution Tribunal

Date Issued: July 25, 2018

File: SC-2017-006758

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Montessori World Preschool & Kindergarten Inc. v. Han*,
2018 BCCRT 372

B E T W E E N :

Montessori World Preschool & Kindergarten Inc.

APPLICANT

A N D :

Yu Juan Han

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about childcare services provided by the applicant, Montessori World Preschool & Kindergarten Inc., to the respondent, Yu Juan Han.

2. The applicant claims payment of \$885 as tuition fees owing for the months of April and September 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 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.

ISSUE

7. The issue in this dispute is to what extent, if any, the respondent owes the applicant for tuition fees for the months of April and September 2017.

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. On April 5, 2016, the parties signed the respondent's "Tuition Agreement 2016/2017" for the 2016/2017 school year. The school fees totaled \$4,350, or \$435 x 10 months. Clause 2 of the agreement states a \$505 payment is required at the time of registration, which includes a non-refundable \$70 registration fee and a \$435 deposit that covers the June 2017 tuition.
10. It is undisputed that the respondent paid \$435 for each of January, February, March, and May 2017, as shown by receipts in evidence. The June 2017 payment was covered by the deposit paid at the time of registration in 2016. The applicant says the respondent did not get a receipt for April 2017 because she did not pay for April 2017. The applicant says as the respondent had said money was tight, as a courtesy it deferred the required payment until June 2017. However, when the applicant asked the respondent for the April 2017 tuition fee in June 2017, it says the respondent refused and said she had paid it. I accept the applicant's evidence as I find it the most likely scenario, particularly given that the registration payment had been paid the previous year in the same manner.
11. The respondent appears to argue that the receipt dated March 31, 2017 was in fact for the April 2017 tuition. I disagree. I find it is clearly the 'registration payment' for the 2017/2018 Tuition Agreement, as discussed further below. This conclusion is supported by the fact that the receipt clearly states "Registration payment \$470" and refers to registration for the September 2017 to June 2018 school year. The \$470 amount and the receipt date match the Tuition Agreement. All of the other tuition fee receipts were for the tuition fee amount and were paid a few days after the 1st of the month. Further, the respondent does not explain how if the \$470 was for April 2017 tuition, how and when she paid the 2017/2018 registration fee that she was required to pay under the 2017/2018 Tuition Agreement, discussed

below. On balance, I find the respondent owes the applicant \$435 for April 2017 tuition.

12. As referenced above, the parties signed a similar 'Tuition Agreement 2017/2018' on March 31, 2017, except the tuition fee for the year was \$4,500, or \$450 x 10 months (although the installment figure was not spelled out in this agreement). Clause 2 provided for a \$470 payment at the time of registration, \$450 of which was a deposit to cover the June 2018 tuition. The tuition was payable on the first of each month, starting in September 2017. Clause 3 provided that if the parent withdrew their child before the child's first day in attendance, the "June's tuition" deposit and the non-refundable registration would not be refunded. In other words, only 1 month of tuition was payable as a cancellation fee, if the parent withdrew the child before school started. This is the basis for the applicant's claim for September 2017 tuition, because the respondent withdrew her child before school started.
13. I do not agree with the respondent's suggestion that notice was not required because her son had not yet attended school in September 2017. As set out above, the parties' signed agreement provided 1 month of tuition fees was payable if the parent withdrew before school started, which is what the respondent did. I find the respondent owes the applicant \$450 for September 2017 tuition.
14. Given my conclusion above, I find the applicant is entitled to the claimed \$885. The successful applicant is also entitled to \$125 in claimed tribunal fee reimbursement, in accordance with the Act and tribunal rules. The applicant claimed \$25 for "allowable expenses and registered letters", but did not provide any supporting evidence. The tribunal does not generally order reimbursement of a party's time spent and so on a judgment basis I will allow \$10 for the registered mail portion of the claimed expense. Finally, the applicant is entitled to pre-judgment interest on the \$885 under the *Court Order Interest Act* (COIA), from June 1, 2017.

ORDERS

15. Within 14 days of this decision, I order the respondent to pay the applicant a total of \$1,029.63, broken down as follows:
 - a. \$885 as final payment for outstanding tuition fees,
 - b. \$9.63 in pre-judgment interest under the COIA,
 - c. \$125 in tribunal fees, and
 - d. \$10 in dispute-related expenses.
16. The applicant is also entitled to post-judgment interest, as applicable.
17. Under section 48 of the Act, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.
18. Under section 58.1 of the Act, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Shelley Lopez, Vice Chair