



Civil Resolution Tribunal

Date Issued: July 25, 2018

File: SC-2017-007287

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Chang v. Make Your Mark Training & Consulting Inc.*, 2018 BCCRT 374

B E T W E E N :

Karen Chang

APPLICANT

A N D :

Make Your Mark Training & Consulting Inc.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. The applicant, Karen Chang, bought a training program from the respondent, Make Your Mark Training & Consulting Inc. The applicant sought a \$2,614.50 refund on the basis that the respondent's course did not meet her expectations.

That refund claim was resolved during the facilitation stage of this Civil Resolution Tribunal (tribunal) dispute.

2. The remaining issue before me for adjudication is therefore only whether the respondent should reimburse the applicant the \$125 she paid in tribunal fees. The parties are self-represented.

JURISDICTION AND PROCEDURE

3. These are the tribunal's formal written reasons. 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. An oral hearing was not requested.
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 whether the respondent should reimburse the applicant \$125 in tribunal fees, bearing in mind the substantive claim was resolved during tribunal facilitation.

EVIDENCE AND ANALYSIS

8. I have only commented on the evidence and submissions to the extent necessary to give context to these reasons. In a civil dispute such as this, the applicant bears the burden of proof on a balance of probabilities.
9. The respondent submits that it refuses to pay the applicant the tribunal fees because it refunded her the full amount of the training program, which was the applicant's substantive claim that was resolved during the tribunal's facilitation process. The respondent says it did not pro-rate the refund for any sessions that she attended nor did it deduct the standard \$250 cancellation fee. The respondent says that amounts to over \$400 more than what the applicant was due as a refund.
10. I do not need to address the details of the applicant's claim for the training program refund. The material point is that the respondent had refused any refund before the applicant started the dispute. The respondent only offered the refund during the facilitation process. The only reason this dispute advanced to the adjudication stage was because the respondent refused to reimburse any tribunal fees.
11. The Act and the tribunal's rules state that a successful party would generally be awarded reimbursement of their tribunal fees. The applicant was successful in that she obtained a full refund during facilitation. I see no reason to deviate from the general rule here. It was open to the respondent to offer less than a full refund and let the entire dispute be adjudicated. However, the substantive claim for a full refund is resolved. For the purposes of this decision, the relevant point is that the applicant was entirely successful in her substantive claim and thus I find she is entitled to reimbursement of tribunal fees.

ORDERS

12. I order that the respondent must immediately reimburse the applicant \$125 in tribunal fees paid. The applicant's substantive claim for a \$2,614.50 refund was resolved during the tribunal facilitation process.
13. The applicant is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
14. 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.
15. 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