



Civil Resolution Tribunal

Date Issued: September 7, 2018

File: SC-2017-006956

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Victoria Window Cleaning v. Coastal Cleaning Services/Coast Cleaning Services*, 2018 BCCRT 501

B E T W E E N :

Victoria Window Cleaning

APPLICANT

A N D :

Coastal Cleaning Services/Coast Cleaning Services

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. The applicant, Victoria Window Cleaning, says the respondent, Coastal Cleaning Services/Coast Cleaning Services, failed to pay for window cleaning services. The applicant claims \$987 for window cleaning, plus \$1,050 for time spent on the dispute, and \$831.29 in punitive damages.
2. The respondent admits owing \$987 for window cleaning, and agrees to the claimed punitive damages. The respondent disputes the applicant's claim for \$1,050 in time spent on the dispute.
3. Both parties are self-represented.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.

7. 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.

ISSUES

8. The issue in this dispute is what remedies are appropriate for the respondent's admitted failure to pay for cleaning services?

EVIDENCE AND ANALYSIS

9. 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.
10. The applicant provided an August 25, 2017 invoice showing \$987 owed by the respondent for interior and exterior window cleaning on various units of an apartment building.
11. The applicant also provide a copy of an October 5, 2017 email exchange with the respondent's principal, Andrea Bieling. The applicant wrote that the bill for window cleaning services was overdue. Ms. Bieling apologized for the delay, and said she would likely pay by October 25.
12. The applicant requested payment again, and in an October 30, 2017 email, Ms. Bieling promised to pay by November 30, 2017.
13. Based on these emails from Ms. Bieling, and the fact that the respondent admitted the debt in its Dispute Response, I find that the respondent must pay the applicant \$987 for window cleaning services.
14. The applicant's August 25, 2017 invoice said a service charge of 2% per month, or 26.8% per year, would be charged on accounts overdue 30 days. Based on that

invoice, I find the respondent must pay 26.8% interest on the \$987, from September 25, 2017 to the date of this decision. This equals \$251.47.

Punitive Damages

15. The applicant seeks an order that the respondent pay \$831.29 in punitive damages.
16. Although the tribunal has jurisdiction to order punitive damages, this remedy is usually reserved for malicious and high-handed conduct: *Benda v. Cao et al*, 2018 BCCRT 323.
17. In *Vorvis v. Insurance Corporation of British Columbia* [1989] 1 SCR 1085, the Supreme Court of Canada said the purpose of punitive damages is to punish extreme conduct worthy of condemnation, and that punitive damages are very rare in contract cases. Following a breach of contract, as in this case, an injured party is only entitled to have what the contract provided for, or compensation for its loss. The Supreme Court of Canada said that punitive damages may only be awarded in respect of conduct deserving of punishment because of its harsh, vindictive, reprehensible, and malicious nature.
18. While the respondent failed to pay the debt, I find that this conduct does not rise to the level of harsh, vindictive, reprehensible, or malicious. This is a straightforward breach of contract case, which means that following the reasoning in *Vorvis*, punitive damages do not apply. Also, the applicant has not provided any rationale or evidence to support the specific amount claimed (\$831.29).
19. While I agree that the respondent wrote on the Dispute Response form that she agreed with the applicant's claim for \$831.29 in punitive damages, I find that alone does not justify ordering \$831.29 in punitive damages, or any amount, in a breach of contract case with no conduct justifying such a remedy.
20. For these reasons, I find the applicant is not entitled to punitive damages.

Dispute-Related Fees and Expenses

21. The applicant claims \$1,050 as compensation for time spent pursuing the respondent to collect the debt.
22. The tribunal typically does not award a party expenses for their own time in dealing with a dispute, consistent with the tribunal's practice of not generally awarding legal fees. I therefore do not order these expenses.
23. The tribunal's rules provide that the successful party is generally entitled to recovery of their fees and expenses. The applicant was successful, so I order that the respondent reimburse \$125 paid in tribunal fees.
24. The applicant also claims \$10.50 for registered mail expenses incurred to provide the Dispute Notice to the respondent. As the applicant provided a receipt to support that amount, I order reimbursement of \$10.50 in dispute-related expenses.

ORDERS

25. I order that within 30 days of this decision, the respondent pay the applicant a total of \$1,373.97, broken down as:
 - a. \$987 as payment for window cleaning,
 - b. \$251.47 in contractual interest, and
 - c. \$135.50 for tribunal fees and dispute-related expenses.
26. The applicant is also entitled to post-judgment interest under the *Court Order Interest Act*.
27. 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.

28. 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.

Kate Campbell, Tribunal Member