



Civil Resolution Tribunal

Date Issued: October 10, 2018

File: SC-2017-007430

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Eslami v. HAVERLY HOLDINGS LTD.*, 2018 BCCRT 604

BETWEEN:

Hamidreza Eslami

APPLICANT

AND:

HAVERLY HOLDINGS LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. The applicant, Hamidreza Eslami, says the respondent drycleaner, HAVERLY HOLDINGS LTD., damaged his Canada Goose jacket. The applicant claims \$946

as being the cost to buy a similar replacement jacket, plus a refund of \$53.95 for the dry-cleaning, and \$70 for his time spent on this dispute.

2. The respondent denies damaging the jacket. 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 find I can fairly resolve this dispute based on the documentary evidence and written submissions before me.
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 damaged the applicant's Canada Goose jacket, and if so, what is the appropriate remedy.

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 burden of proof on the applicant is the balance of probabilities.
9. The applicant's only evidence is photos of: a) him wearing the Canada Goose jacket, presumably from before he took it to the respondent for cleaning, and b) of the hood's trim having come apart.
10. The respondent says it cleaned the jacket based on the care label instructions. The respondent says after the jacket was cleaned, it noticed the trim was coming apart as it was not properly stitched or glued. The respondent says it was not able to salvage the trim.
11. The applicant has not provided any evidence of when he bought the jacket, and whether he bought it new or used. The applicant has not provided any evidence about the jacket's care label instructions and no opinion from another drycleaner that the respondent's cleaning likely damaged the jacket. The applicant has also not provided any documentary evidence to support his claim for the cost of a replacement jacket, such as an invoice or screenshot of online pricing.
12. In these circumstances, I find the applicant has not proved the respondent breached the dry-cleaning contract and has not proved the respondent was negligent in cleaning the jacket. The applicant says this was the first time the jacket had been dry-cleaned. However, I find that the fact that the trim was found to be damaged after cleaning is not determinative.
13. The respondent says it was not aware that fur trim required any special cleaning, and that the applicant did not address any special requirements. The applicant says a simple internet search would show this, even to anyone without dry-cleaning experience. However, the applicant provided no evidence to support this claim.

14. I am not prepared to take judicial notice of the quality of Canada Goose jackets or that the applicant's particular jacket could not have been defective because it is a Canada Goose jacket. The applicant could have provided evidence, such as from Canada Goose, describing how its products are made and the care label, but he did not do so.
15. On balance, I find the applicant simply has not proved his claim that the respondent negligently handled his jacket when dry-cleaning it. Given this conclusion, I do not need to address the applicant's requested remedies in detail, though as noted above, I find he has not proved those either.
16. As the applicant was unsuccessful, I find he is not entitled to reimbursement of tribunal fees paid.

ORDER

17. I find the applicant's claims, and therefore this dispute, must be dismissed.

Shelley Lopez, Vice Chair