



# Civil Resolution Tribunal

Date Issued: January 23, 2019

File: SC-2018-003105

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Haleta v. Sonia Preet Kaur Kahlon (Doing Business As SUPER DRYCLEANERS & BUSINESS CENTRE)*, 2019 BCCRT 92

B E T W E E N :

Amber Haleta

**APPLICANT**

A N D :

Sonia Preet Kaur Kahlon (Doing Business As SUPER DRYCLEANERS & BUSINESS CENTRE)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Lynn Scrivener

## INTRODUCTION

1. This dispute is about the cleaning of a designer handbag. The applicant, Amber Haleta, says that the respondent, Sonia Preet Kaur Kahlon (Doing Business As SUPER DRYCLEANERS & BUSINESS CENTRE), damaged her handbag during

the cleaning process. The applicant wants \$2,508.80 from the respondent, which she says is the value of the bag. The respondent denies that she caused the damage as alleged by the applicant.

2. 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 118 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.
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 make one or more of the following orders:
  - a. order a party to do or stop doing something;
  - b. order a party to pay money;
  - c. order any other terms or conditions the tribunal considers appropriate.

## **ISSUE**

7. The issue in this dispute is whether the respondent is responsible for damage to the handbag such that she owes the applicant \$2,508.80.

## **EVIDENCE AND ANALYSIS**

8. In a civil claim such as this, the applicant bears the burden of proof on a balance of probabilities. The parties provided submissions and evidence in support of their respective positions. While I have read all of this information, I will refer only to that which is necessary to provide context to my decision.
9. The applicant brought a designer handbag to the respondent for cleaning. She says that she instructed the respondent to clean only the lining of the bag, and not to touch the leather exterior.
10. When the applicant picked up her handbag after cleaning, she says that it was damaged. She says that the leather was wet, the handles were cracked, and the bag had a different shape than it had before. According to the applicant, the respondent told her that she would take the bag to a leather specialist, but that it was not repaired and remained damaged.
11. The respondent denies that she damaged the handbag and says that it is in the same state as when the applicant brought it in. The respondent admits that the applicant wanted the lining cleaned. The respondent says that the leather was still damp from the cleaning process when the applicant came to pick it up because leather cannot be put in the dryer, and suggests that the applicant is upset that she was unable to get the stains out of the lining.
12. The parties made submissions and provided evidence about whether the handbag is an authentic designer item. Given my conclusion below, I do not find it necessary to make a determination about the authenticity of the handbag.

13. The applicant's evidence is that the bag was returned to her in a different condition than it was in when she left it with the respondent. She says that the leather on the bag's exterior is stretched in places, the handles are cracked and the tassels are wavy. She provided undated photos that she says show the condition of the bag just prior to her taking it to the respondent for cleaning, as well as other still and video images that she says show damage resulting from the respondent's handling of the bag.
14. I find that the still and video images provided by the applicant are difficult to assess, as they are not taken from the same angles, do not show the same areas of the bag, and involve differing light conditions. In particular, the areas of the handles that show cracks in the "after" photos are not visible in the "before" images. Further, I do not agree that the images show clear evidence of stretched leather or wavy tassels.
15. The applicant provided a statement from a friend who had seen the bag's "perfect" pre-cleaning condition and stated that there was "obvious damage" afterwards. The applicant also provided a text message from a representative of the handbag's designer. The representative states that he or she showed an image of the handbag to an unidentified person at a local repair centre, who advised that the "leather does appear to have been wet and then dried". It is not clear what image or images may have been viewed by these individuals.
16. I note that the second-hand statement from the person at the repair centre did not comment on what would amount to appropriate cleaning of the handbag, or whether the item had been cleaned in an improper manner. Although the applicant states that she has had many bags cleaned at other businesses without issue, she did not provide evidence from another cleaner to demonstrate what the respondent did was improper or caused damage.
17. Based on my assessment of the images provided, I unable to conclude that they show damage to the applicant's handbag that was not present prior to the cleaning. However, even if there is damage that is not demonstrated by the images, the

applicant has not proven her claim that the cleaning process used by the respondent was improper.

18. I find that the applicant has not met her burden to establish, on a balance of probabilities, that the respondent was negligent and caused damage to her handbag. Accordingly, I decline to make an order for compensation to the applicant.

19. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. As the applicant has not been successful, I decline to make an order for the reimbursement of tribunal fees or expenses.

## **ORDER**

20. I dismiss the applicant's claims and this dispute.

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Lynn Scrivener, Tribunal Member