



Civil Resolution Tribunal

Date Issued: June 18, 2019

File: SC-2019-000689

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *ROBIDOUX v. MARTIN KROL (dba
SAVE-ON-PAINTING&DECORATING)*, 2019 BCCRT 742

BETWEEN:

ETHEL ROBIDOUX

APPLICANT

AND:

MARTIN KROL (Doing Business As
SAVE-ON-PAINTING&DECORATING)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr

INTRODUCTION

1. This is a dispute about the return of a deposit. The applicant, Ethel Robidoux, hired the respondent, Martin Krol (Doing Business As SAVE-ON-PAINTING&DECORATING) to repaint their kitchen cabinets. The applicant paid a \$650 deposit but says that the respondent never did any work.
2. The parties are each 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*. 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 9.3(2), 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 must return the applicant's deposit.

EVIDENCE AND ANALYSIS

- 8. In a civil claim such as this, the applicant must prove their case on a balance of probabilities. While I have read all of the parties' evidence and submissions, I only refer to what is necessary to explain and give context to my decision.
- 9. On March 12, 2018, the respondent gave the applicant a quote to remove, repaint and replace the applicant's kitchen cabinets and repaint the applicant's kitchen ceiling. The quote was for a total of \$2,651.25.
- 10. The respondent required a 25% deposit. The applicant provided a cheque for \$650.00, which is approximately 25% of the quote. The respondent cashed the deposit cheque on March 13, 2018.
- 11. The applicant says that the work was supposed to be done by the middle of May 2018, but the respondent said that he would be delayed by 2 weeks. However, the respondent never performed any work and eventually stopped responding to the applicant.
- 12. In his Dispute Response, the respondent says that he agrees with the applicant's description of what happened and agrees to repay the applicant the deposit. The respondent participated in the facilitation phase of this dispute but did not provide any evidence or submissions in the tribunal decision phase, despite having the opportunity to do so.

13. Accordingly, I find that the applicant has proven that she paid a \$650 deposit to the respondent for work that was never performed. I find that she is entitled to be repaid, plus pre-judgment interest under the *Court Order Interest Act* from March 13, 2018, to the date of this decision.
14. 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. The applicant has been successful in this dispute so I find the applicant is entitled to reimbursement of \$125 in tribunal fees and \$10.50 in dispute-related expenses.

ORDERS

15. Within 14 days of the date of this order, I order the respondent to pay the applicant a total of \$797.99, broken down as follows:
 - a. \$650.00 in debt
 - b. \$12.89 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$135.10 for \$125 in tribunal fees and \$10.50 in dispute-related expenses.
16. The applicant is 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,

tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Eric Regehr, Tribunal Member