



Civil Resolution Tribunal

Date Issued: December 10, 2019

File: SC-2019-002763

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Plewes v. Kwon Eui Sook (dba Metro Stitch & Clean)*, 2019 BCCRT 1385

B E T W E E N :

RICHARD PLEWES

APPLICANT

A N D :

**Kwon Eui Sook (Doing Business As METRO STITCH & CLEAN) and
Sandra E Hong**

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Trisha Apland

INTRODUCTION

1. The applicant, Richard Plewes, says the respondent, Kwon Eui Sook (Doing Business As Metro Stitch & Clean) (Metro), ruined two dress shirts when altering them. The applicant claims \$667.52 for the shirts, plus reimbursement of \$25.00 for a jean hem that was allegedly not done.
2. Ms. Kwon, who says her correct legal name is Eui Sook Kwon, disputes the applicant's claims. Ms. Kwon denies ruining the shirts and says Metro completed the alterations as requested.
3. Despite naming the respondent, Sandra E Hong, the applicant provided no submissions or evidence to show that she had anything to do with the alterations. Both Ms. Hong and Ms. Kwon say that Ms. Hong is not involved in Metro's business dealings. The applicant provided no evidence to establish that Ms. Hong is liable for the applicant's alleged losses. Therefore, I dismiss the applicant's claims against Ms. Hong.
4. For the reasons that follow, I also dismiss the applicant's claims against Ms. Kwon.
5. The parties are each self-represented.

JURISDICTION AND PROCEDURE

6. 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* (CRTA). 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.
7. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. Though I found that some

aspects of the parties' submissions called each other's credibility into question, I find I am properly able to assess and weigh the documentary evidence and submissions before me without an oral hearing. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always necessary when credibility is in issue. Further, bearing in mind the tribunal's mandate of proportional and speedy dispute resolution, I decided I can fairly hear this dispute through written submissions.

8. 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.
9. According to the business license and the corporate documents filed with BC Registry Services, Metro is not a sole proprietorship. A corporation, 1141216 B.C. LTD., operates as Metro Stitch & Clean and Ms. Kwon is its director.
10. Under section 61 of the CRTA, the tribunal may make any order or give any direction in relation to a tribunal proceeding it thinks necessary to achieve the objects of the tribunal in accordance with its mandate. The tribunal may make such an order on its own initiative, on request by a party, or on recommendation by a case manager. The issue of whether the applicant named the wrong legal entity and intended to name 1141216 B.C. LTD. was raised by Ms. Kwon during the tribunal's facilitation phase. However, the applicant did not consent to amend the Dispute Notice to name the corporation. I infer therefore, the applicant intended to proceed against Ms. Kwon in her personal capacity. Accordingly, I have not amended the Dispute Notice to name 1141216 B.C. LTD. The applicant was also given an opportunity to amend the Dispute Notice to reflect Ms. Kwon's correct name, but chose not to do so. I have left the style of cause as shown in the original Dispute Notice.
11. Under tribunal rule 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted under section 118 of the CRTA:

- 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.

ISSUES

12. The issues in this dispute are:

- a. Did Ms. Kwon ruin the applicant's shirts, and if so, what is the appropriate remedy?
- b. Did Ms. Kwon fail to hem the applicant's jeans, and if so, what is the appropriate remedy?

EVIDENCE AND ANALYSIS

13. In a civil claim such as this, the applicant bears the burden of proving his claims on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision. I have not addressed the applicant's arguments about insurance, the business license, Revenue Canada, or cash payments because I find they are not relevant to the issue before me.
14. On February 28, 2019, the applicant brought two shirts to Metro to be taken in because they were too large for him. The work order in evidence shows "2 Shirts Take in Sides" and the sticky note says, "Take in sides....2 1/2" each side". After this alteration, the applicant brought his shirts back on March 15 and March 19, 2019, for refitting and re-alteration. It is undisputed that the applicant did not pay for the shirt alterations.
15. The applicant says Ms. Kwon told him she cut the shirts "too short" the first time she altered them but promised to fix them. However, the applicant says after further alternations the shirts were still too small and could not be repaired. The applicant

claims that Ms. Kwon ruined his shirts and should compensate him for the shirts' alleged value of \$667.52.

16. Ms. Kwon says Metro properly measured the applicant and took the shirts in 2 ½ inches. Ms. Kwon says when the applicant returned for refitting, Metro reversed the original alteration by letting the shirts back out by about the same amount they had been taken in. Metro's March 15, 2019 work order says, "Take out 2", REDO". It does not say anything more specific about whether this was 2" on both sides or all together. Ms. Kwon says Metro then let the shirts out to the maximum size. She says the reason the shirts did not fit was because the applicant gained weight between fittings. The applicant disputes that it is possible to gain 2 ½ inches between fitting dates. However, I have insufficient evidence to determine whether such a weight gain is possible or whether or not the applicant gained weight.
17. I find the fact that Metro made alterations and the shirts did not later fit the applicant does not necessarily mean that Metro, or Ms. Kwon herself, ruined the shirts. I see no apparent flaws in the photographs of the shirts in evidence. I do not have enough details of either the applicant's or the shirts' measurements before and after the fittings to know whether Ms. Kwon or Metro workers wrongly altered the shirts.
18. The evidence also does not establish that it was Ms. Kwon herself who performed the alterations or that Ms. Kwon ruined the shirts. As noted above, Ms. Kwon is the named respondent, along with Ms. Hong, not the company that owns Metro. Even had I found the shirts were ruined, the applicant does not explain how Ms. Kwon, as company director, is personally liable for the actions of the corporation, which is a separate legal entity.
19. I find the applicant has not established on a balance of probabilities that he is entitled to payment for the shirts. Therefore, I dismiss the applicant's claim of \$667.52 for the shirts.
20. The applicant also claims \$25.00 for a jean hem that Ms. Kwon allegedly failed to complete. Only the March 15, 2019 work order refers to jeans and it says only,

“Jean Waist out”. It says nothing about hemming the jeans. There are no receipts or other documents specific to a \$25 jean hem. There is an earlier February 28, 2019 work order to hem “pants with zipper bottom” for \$20. However, the applicant does not say that these zipper bottom pants were “jeans” and the evidence does not establish that the zipper pants were left unhemmed. Overall, I have insufficient evidence that the parties agreed to a jean hem or that the applicant paid for a jean hem that was not done. I also have insufficient evidence to find Ms. Kwon personally liable even had I found Metro failed to do the agreed jean hem. Therefore, I dismiss the applicant’s \$25.00 claim for the jean hem.

21. The applicant was unsuccessful and so I dismiss his claim for tribunal fees under section 49 of the CRTA.

ORDER

22. I dismiss the applicant’s claims and this dispute.

Trisha Apland, Tribunal Member