



# Civil Resolution Tribunal

Date Issued: December 31, 2019

File: SC-2019-006672

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Longworth v. Grundy*, 2019 BCCRT 1455

B E T W E E N :

STEPHANIE LONGWORTH

**APPLICANT**

A N D :

JENNIFER GRUNDY

**RESPONDENT**

A N D :

STEPHANIE LONGWORTH

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Julie K. Gibson

## INTRODUCTION

1. This dispute is about a security deposit and payment of an event fee for a home rented as a wedding venue.
2. The applicant and respondent by counterclaim Stephanie Longworth booked and held her wedding ceremony and reception at the respondent Jennifer Grundy's vacation rental property.
3. Ms. Longworth says she paid the final invoice in full, but Ms. Grundy then charged her an additional \$3,500 plus GST "event fee", based on which she retained a \$2,500 damage deposit Ms. Longworth already paid, and charged an additional \$1,000.
4. Ms. Longworth says she did not agree to pay an event fee. Ms. Longworth also says she left the facility in good condition. Ms. Longworth says Ms. Grundy has no grounds to keep her refundable damage deposit.
5. Ms. Longworth seeks an order that Ms. Grundy refund her \$2,500 damage deposit and remove the additional \$1,000 charge for the balance of the event fee. Ms. Grundy disagrees and asks that the claim be dismissed.
6. Ms. Grundy counterclaims, saying she should be permitted to keep the \$2,500 "security deposit" plus another \$3,500 for the event fee. Ms. Grundy also says that Ms. Longworth knowingly misrepresented the number of guests, event timing and scope to avoid the additional event fee.
7. The parties are each self-represented.

## JURISDICTION AND PROCEDURE

8. 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.

9. 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.
10. 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.
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. whether Ms. Longworth is entitled to a refund of her \$2,500 damage deposit and to have the \$1,000 charge removed from her account or,
  - b. whether Ms. Longworth misrepresented the number of guests, scope and timing of the wedding such that Ms. Grundy is entitled to keep the damage deposit and the additional event fee charge.

## EVIDENCE AND ANALYSIS

13. In this civil claim, Ms. Longworth bears the burden of proof on a balance of probabilities. Ms. Grundy bears this same burden in her counterclaim. I have reviewed the evidence and submissions but only refer to it as I find necessary to provide context for my decision.
14. It is undisputed that Ms. Longworth booked a wedding ceremony/reception at Ms. Grundy's vacation rental property to take place on Saturday August 10, 2019 for "approximately" 23 guests, from 6 pm and 10 pm.
15. The parties also agreed that 8 guests would stay overnight at the venue. Based on the documentary evidence, I find that these 8 guests were included in the 23-guest total, despite Ms. Longworth's submission that she understood they would be additional.
16. I find that the house rules, which the parties agreed to and were filed in evidence, included an agreement that if the guest list was misrepresented, Ms. Longworth might forfeit all or part of her \$2,500 damage deposit. I interpret this to mean that if more than 23 guests attended the event, Ms. Grundy would be entitled to keep a reasonable amount of the damage deposit for the additional demand that would place on her property.
17. As well, based on terms of the vacation rental property's webpage, I find that the parties agreed that there may be deductions from the security deposit if there was damage to property or furnishings, dirt or other mess requiring excessive cleaning, or any other cost incurred by Ms. Grundy due to Ms. Longworth or her guests' stay.
18. On August 9, 2018, Ms. Grundy issued an invoice for \$9,182.50 to Ms. Longworth. It is undisputed, and I find, that Ms. Longworth or her relatives paid the invoice.
19. The "final invoice" was broken down as:
  - a. \$5,500 plus taxes for three nights accommodation,

- b. \$550 plus GST for a cleaning fee,
  - c. \$2,500 for a 14-day refundable security/damage deposit.
20. The invoice reiterates, and I find the parties agreed earlier via email, there would be “no additional event fee.”
21. On August 10, 2019, the wedding took place. Ms. Longworth says 5 extra guests attended her wedding, who did not properly RSVP.
22. During the wedding, Ms. Grundy texted Ms. Longworth to say that her security company had noted about 40 people on the property, not the agreed 23 people.
23. Ms. Longworth replied to say that she understood the 23 people to be in addition to the 8 family members who were staying overnight. This made a total of 31 guests. As well, she noted that the bartender, photographer and makeup artists were vendors rather than guests.
24. Contrary to Ms. Grundy’s submissions, I was unable to identify over 40 distinct guests in the video evidence. Based on the video evidence and Ms. Longworth’s admissions, I find that there were 31 guests at the wedding. I accept Ms. Longworth’s evidence that the extra attendance was unintentional and included guests who did not RSVP in advance. I find that 8 more people attended the wedding than were agreed to by the parties.
25. Ms. Longworth says she checked out on August 12, 2019 as agreed, leaving the house in “great condition”. Based on photographs Ms. Longworth filed in evidence, which were undisputed except by Ms. Grundy’s assertions, I find that the property was left in excellent condition at check out.
26. On August 13, 2019, Ms. Grundy issued Ms. Longworth an invoice for a \$3,500 “special event fee” for the wedding having over 30 guests, and applied the \$2,500 security deposit to the balance owing.

27. In terms of scope of the event, Ms. Grundy says the parties agreed to a “small casual affair”, but ended up having to provide a larger, more complex celebration. I find the scope of the event was not a fundamental term of the contract. I find that the scope of the event is not a justification for Ms. Grundy to keep the damage deposit.
28. I find that the wedding lasted longer than the agreed approximate end time of 10 pm. Video evidence shows some guests leaving at about 11:20 p.m. Ms. Longworth admits that there was some delay as guests waited for taxi cabs home.
29. Finally, although the venue was left in excellent condition at check out, I accept Ms. Grundy’s point that the additional guests placed extra demand on the home and, in particular, the septic system. I find that this over attendance did create some wear and tear on the home over and above what was expected based on the parties’ agreement. I also find that the over attendance violated a term of the agreement, such that Ms. Grundy is entitled to keep a portion of the damage deposit.
30. Based largely on the 34% increase in attendance plus a small additional amount for the runover of time, on a judgment basis, I find that Ms. Grundy is entitled to keep \$1,000 of the \$2,500 security deposit. I allow Ms. Longworth’s claim in part, and order Ms. Grundy to refund Ms. Longworth the remaining \$1,500 of the security deposit, within 15 days of this decision.
31. I dismiss Ms. Grundy’s counterclaim because she did not prove that the parties’ agreement included an ability to charge any additional event fee. That is, there was no agreement that she could charge \$3,500 as an event fee. The fact that she charged it in other instances where there were more than 30 guests does not allow her to retroactively apply a charge that did not form part of the contract. As well, she did not prove any other damage to the home or venue, aside from the extra wear and tear discussed above.

32. The *Court Order Interest Act* applies to the tribunal. Ms. Longworth is entitled to pre-judgment interest on the \$1,500 from August 13, 2019, the date of the event fee invoice, to the date of this decision. This equals \$11.30.
33. Under section 49 of the CRTA and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find Ms. Longworth was largely successful and is entitled to reimbursement of \$175 in tribunal fees. Ms. Longworth did not claim dispute-related expenses.

## **ORDERS**

34. Within 15 days of the date of this order, I order Ms. Grundy to pay the applicant a total of \$1,686.30, broken down as follows:
- a. \$1,500 as a partial refund of her damage/security deposit,
  - b. \$11.30 in pre-judgment interest under the Court Order Interest Act, and
  - c. \$175 in tribunal fees.
35. Ms. Longworth is entitled to post-judgment interest, as applicable.
36. Ms. Grundy's counterclaim is dismissed.
37. Under section 48 of the CRTA, 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.

38. Under section 58.1 of the CRTA, 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.

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Julie K. Gibson, Tribunal Member