



# Civil Resolution Tribunal

Date Issued: March 18, 2020

File: SC-2019-008176

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wildcraft Organic Ltd v. Corbett*, 2020 BCCRT 312

BETWEEN:

WILDCRAFT ORGANIC LTD and CHRISTIANE NAUEN

**APPLICANTS**

AND:

ANNA CORBETT, KEITH CORBETT and CHRISTIANE ZINTL

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about wedding catering.
2. The applicants, Wildcraft Organic Ltd (Wildcraft) and Christiane Nauen, say they were hired to cater a wedding for the respondents, Anna Corbett and Keith Corbett,

on July 21, 2019. The respondent Christiane Zintl is Ms. Corbett's mother. The applicants seek \$2,218.33, the amount they say is still outstanding under the invoice. The respondents say the applicants charged them for 75 guests when they should only have charged for 60.

3. Wildcraft is represented by one of its owners or principals. The remaining parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

4. 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.
5. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Some of the evidence in this dispute amounts to a "she said, they said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the tribunal's process and found that oral hearings are not necessarily required where credibility is an issue.

6. 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.
7. In resolving this dispute the tribunal may make one or more of the following orders, where permitted by 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.

## **ISSUE**

8. The issue in this dispute is to what extent, if any, the respondents are responsible to pay \$2,218.33 for wedding catering services.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicants bear the burden of proof on a balance of probabilities. While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.
10. It is undisputed that in April 2019, Ms. Nauen and Ms. Corbett communicated through Facebook messenger about Wildcraft potentially providing catering services for Mr. and Ms. Corbett's July 21, 2019 wedding. On April 3, 2019, Ms. Corbett stated she was looking for "buffet style, for approx 100 people", and requested a price range.
11. Ms. Nauen met the Corbetts in person on May 2, 2019. As a result of that meeting, on May 8, 2019 Ms. Nauen forwarded Ms. Corbett a quote for Wildcraft's services. The quote estimated, among other things, 20 litres of fruit punch which the

applicants noted “makes about 60 glasses”, and for food the applicants quoted at \$47 per person, and noted “Meats – for app. 60 people” then listing main course options. The quote also provided various food and beverage choices to be selected. On May 21, 2019, Ms. Corbett responded, confirming their choices for specific food and beverages. Other than the April 3, 2019 initial message and the “for app. 60 people” contained in the May 8, 2019 quote, no mention is made in the parties’ Facebook communications about the number of guests until after the final invoice was presented. Although Ms. Nauen was the person communicating with the Corbetts about the contract, there is no indication Ms. Nauen was intending to enter the contract on her own behalf, but rather was communicating on behalf of Wildcraft.

12. The parties agree that Wildcraft’s food and service was excellent. At the end of the night, Ms. Zintl was in charge of paying Wildcraft’s invoice. As an invoice was not yet ready, it is undisputed that Ms. Zintl paid \$3,000 cash towards the bill and expected to be invoiced the remainder. On August 23, 2019, the applicants sent Ms. Zintl an invoice including food and dish rentals for a total of 90 guests. The parties disagreed about the invoice’s amount, as the respondents say there were only 60 guests in attendance, while the applicants say the agreement was for 90 guests. In any event, the applicants say, in good faith, they lowered the invoice to charge for 75 guests instead. That invoice equaled \$5,218.33. After taking into account Ms. Zintl’s \$3,000 payment, the amount left outstanding is \$2,218.33, the amount claimed in this dispute.
13. The applicants say that, at the April 3, 2019 in-person meeting, the Corbetts advised there would be a total of 90 guests, 60 of which would be “meat-eaters” and 30 vegetarian. They say this is why the quote’s “meat” portion indicated “approximately 60” guests. The applicants say they brought food for 90 people, and that the respondents failed to adjust the guest count to 60 before the event date. Therefore, the applicants say they should be paid for the agreed 90 portions. In contrast, the respondents say they were clear with the applicants that the number of guests was always to be no more than 60, which is why they proceeded with the

quote as presented, with no further mention of the guest numbers. While negotiating the final invoice, in a message on August 14, 2019, Ms. Corbett advised Ms. Nauen there had been 58 guests in actual attendance.

14. Given the evidence, I am not satisfied the parties agreed the catering services would be for 90 guests. The applicants rest their argument solely on an in-person conversation that is not reflected in Wildcraft's subsequent written quote which stated it was for approximately 60 people. Although the applicants say that reference related only to the number of "meat-eaters", I find the fact that the quote also included "60 glasses" of punch also indicates that 60 guests were expected. The Corbetts admit they are willing to pay the remainder of the invoice, but only up to 60 guests, which they say is what they agreed to. On balance, I find the parties agreed that Wildcraft would cater for 60 guests. Therefore, based off Wildcraft's previous invoice, I calculate the outstanding amount to be \$1,344.20. As noted above, there is no indication Ms. Nauen entered the contract in her personal capacity. I find the proper contracting party was Wildcraft. Therefore, I find Wildcraft is entitled to payment of this amount.
15. Wildcraft is also entitled to pre-judgment interest on the \$1,344.20, under the *Court Order Interest Act*. Calculated from September 23, 2019, a month after the initial invoice was presented, which is a date I find reasonable in the circumstances, this amounts to \$12.78.
16. I find the Corbetts must pay these amounts. Although the evidence is that Ms. Zintl was responsible for paying Wildcraft's invoice, I find the applicants' agreement was with the Corbetts only. I dismiss the applicants' claims against Ms. Zintl.
17. Under section 49 of the CRTA, and the tribunal rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As Wildcraft was generally successful, I find that it is entitled to reimbursement of the \$125 it paid in tribunal fees. No dispute-related expenses were claimed.

## ORDERS

18. Within 30 days of the date of this decision, I order the respondents, Anna Corbett and Keith Corbett, to pay the applicant, Wildcraft Organic Ltd, a total of \$1,481.98, broken down as follows:
  - a. \$1,344.20 in debt for unpaid catering services,
  - b. \$12.78 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in tribunal fees.
19. Wildcraft is also entitled to post-judgment interest, as applicable.
20. The claims against the respondent, Christiane Zintl, are dismissed.
21. 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.
22. 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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Andrea Ritchie, Vice Chair