



# Civil Resolution Tribunal

Date Issued: March 18, 2021

File: SC-2020-008522

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Catroppa v. Beechinor-Carter*, 2021 BCCRT 297

B E T W E E N :

KRISTIN CATROPPIA

**APPLICANT**

A N D :

SUSAN MARGARET BEECHINOR-CARTER

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Chad McCarthy

## INTRODUCTION

1. The applicant, Kristin Catroppa, purchased a house from the respondent, Susan Margaret Beechinor-Carter. Ms. Catroppa says Ms. Beechinor-Carter broke their contract of purchase and sale for the house, because it was dirty and damaged and not in substantially the same condition at possession as when Ms. Catroppa viewed it earlier. Ms. Catroppa also says that Ms. Beechinor-Carter failed to provide all the

keys as agreed, and that Ms. Beechinor-Carter did not vacate the house by the agreed time. Ms. Catroppa says this caused her to pay for cleaning, repairs, lock re-keying, and delays to planned house construction. She claims \$4,990 in damages.

2. Ms. Beechinor-Carter says the house no longer contained staging furniture and props on the possession date, but was in substantially the same condition as when viewed earlier. She also says she was unable to find all of the keys until after the possession date, and that she left on the possession date. She says she owes nothing.
3. The parties are each self-represented in this dispute.

## **JURISDICTION AND PROCEDURE**

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Although the parties' submissions each call into question the credibility of the other party in some respects, I find I can properly assess and weigh the written evidence and submissions before me, and that an oral hearing is not necessary in the interests of justice. In the decision *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always needed where credibility is in issue. Keeping in mind that the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
6. Section 42 of the CRTA says the CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

## **ISSUES**

8. The issues in this dispute are:
  - a. Whether Ms. Beechinor-Carter failed to leave the house in the agreed condition and in a timely fashion, and if not, must she pay \$4,840?
  - b. Whether Ms. Beechinor-Carter failed to provide keys and a working door to Ms. Catroppa as agreed, and if not, does she owe \$150 for lock repair costs?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, Ms. Catroppa must prove her claims on a balance of probabilities. I have read and weighed all the submitted evidence, but I refer only to the evidence I find relevant to provide context for my decision.
10. Ms. Catroppa undisputedly viewed Ms. Beechinor-Carter's former home on June 25, 2020. On June 26, 2020, the parties signed the contract of purchase and sale. The contract said that Ms. Catroppa would have vacant possession of the property at 11:00 a.m. on August 15, 2020 (possession date), and that Ms. Beechinor-Carter would give her all house-related keys by the possession date. The contract also said that the property and included items would be in substantially the same condition on the possession date as when Ms. Catroppa viewed them on June 25, 2020.
11. Ms. Catroppa says that, among other things, Ms. Beechinor-Carter failed to remove garbage and debris from the property, including items in the attic and crawlspace,

paint in an outdoor storage shed, and others. I find the contract required Ms. Beechinor-Carter to remove any such items at her own expense.

12. Ms. Catroppa suggests that there was an additional, implied term in the contract that the home would be in a “clean and tidy” and “professionally cleaned” state on the possession date. I find the written contract does not contain these terms and section 18 says that there are no representations, warranties, guarantees, promises, or agreements other than those set out in the contract. I find that the contract contained no implied terms that the house would be cleaned beyond the state it was in when viewed on June 25, 2020.

***Did Ms. Beechinor-Carter fail to leave the house in the agreed condition and in a timely fashion, and did any damages result?***

13. Ms. Beechinor-Carter says that she began the moving process days in advance, but that the movers told her on the possession date there were not enough shipping containers to complete the move, so they ordered another moving truck and additional employees. In the meantime, the moving crew placed her excess possessions on the home’s driveway. Ms. Beechinor-Carter says that Ms. Catroppa initially agreed to allow her a little more time past 11:00 a.m. to complete the move.
14. It is undisputed that around 1:00 p.m. Ms. Catroppa demanded that Ms. Beechinor-Carter leave, so she moved the belongings in the driveway to a neighbour’s driveway. This is not denied by Ms. Catroppa, and is supported by witness statements from Ms. Beechinor-Carter’s daughter EC, the neighbour DH, and 2 of her movers, LC and MV, so I accept it as true. Ms. Beechinor-Carter says she completed her remaining move-out tasks in the house as quickly as possible.
15. Ms. Catroppa says Ms. Beechinor-Carter did not fully complete her move-out until 5:00 p.m., and I find Ms. Beechinor-Carter and her witnesses say that they did not complete the move-out until approximately mid-afternoon. On balance, I find the move was likely complete by 3:00 p.m. to 5:00 p.m., which I find is 2 to 4 hours after Ms. Catroppa’s 1:00 p.m. demand that Ms. Beechinor-Carter leave the property.

16. Ms. Catroppa says that Ms. Beechinor-Carter left the house in a “disgusting” state, and her realtor, RS, provided a statement saying it was “absolutely filthy”. Ms. Catroppa says she had to hire cleaners at the last minute to clean the house on the possession date, before tradespeople she had hired began their scheduled painting and construction work. She claims \$840 for this cleaning service, as shown on a receipt in evidence.
17. Ms. Beechinor-Carter says that she continued to clean as her possessions were removed on the possession date, and that she left the house in a clean state. Both of the movers, LC and MV, said that they did a final walk-through of the home after loading, and that they noticed no dirt or garbage. I find the photos in evidence show no dirt or uncleanliness at the property. I also find there are no photos of the house from around the June 25, 2020 viewing date. A real estate marketing video in evidence shows the house in an immaculate state, but the video is undated, so I cannot conclude it shows house’s condition as of June 25, 2020.
18. Further, I find Ms. Catroppa and her realtor did not adequately describe the nature and location of the alleged dirt or uncleanliness, and I find their evidence on that point is outweighed by the evidence of Ms. Beechinor-Carter, EC, LC, and MV. I find Ms. Catroppa has not met her burden of proving the house was dirtier on the possession date than it was on June 25, 2020. I deny her claim for \$840 in cleaning costs.
19. Ms. Catroppa does not deny that remaining food was removed from the fridge by the time Ms. Beechinor-Carter moved out, and that DH, the neighbour, kept the home’s garbage and recycling cans during the move and returned them shortly after the possession date. I find Ms. Catroppa is not entitled to a remedy for those issues.
20. Ms. Catroppa says that there were holes in the walls where pictures, mirrors, and a telephone had hung, and TVs had been mounted. I find the contract did not say anything about televisions or their mounting hardware, and did not say that any mirrors or telephones were included in the sale. The contract specifically said that a small wall-mounted makeup mirror in a bathroom was not included with the purchase. I find that items hung by their own weight were not included in the purchase.

21. I find there are no photos or other evidence of any alleged wall damage, or areas where items were allegedly missing from, except for Ms. Catroppa's realtor's statement about a set of TV mount holes. Ms. Beechinor-Carter denies any damage except the TV mount holes. On balance, I find that apart from one set of TV mount holes, any alleged wall imperfections likely already existed on June 25, 2020. Ms. Beechinor-Carter's carpenter, MC, provided a statement saying that 4 small, neat holes were left where he mistakenly removed a single TV wall mount. MC said, and Ms. Catroppa does not directly deny, that he offered to return and re-install the TV mount, but Ms. Catroppa declined because she did not intend to have a TV there.
22. An August 20, 2020 receipt totalled \$1,000 for removing urine stained carpets and garbage, and for patching, repairing, and painting holes throughout the home. As noted, I find no alleged holes arose between June 25, 2020 and the possession date, except for the TV mount holes. On balance, I find that Ms. Catroppa intended to remove the TV wall mount in any event, and MC provided that service at no cost to her, so she suffered no out-of-pocket damages. So, I find Ms. Catroppa has failed to prove Ms. Beechinor-Carter is responsible for any wall damage costs.
23. While Ms. Catroppa says she paid to remove garbage from the house, she provided no photos of any garbage and the \$1,000 receipt does not indicate what was removed beyond "carpets", or who owned those items. Ms. Catroppa does not deny that she agreed to keep crawlspace carts, or that the movers removed paint cans from the shed shortly after the possession date. On balance, I find Ms. Catroppa has failed to prove garbage and debris were left behind in breach of the contract. I deny her claim for \$1,000 for hole repairs and garbage hauling.
24. Ms. Catroppa also says that delays caused by Ms. Beechinor-Carter cost her \$3,000. Ms. Catroppa says that she had tradespeople scheduled to begin painting and construction work at 1:00 p.m. on the possession date. She says that because Ms. Beechinor-Carter had not fully moved out by then and left the house soiled and damaged, she had to have the house cleaned and the alleged wall damage repaired before that work could begin, although she does not explain exactly what the work

was. Ms. Catroppa says this meant that the work could not begin for an additional 2 days, and she had to pay the tradespeople \$3,000 for that scheduled non-work time.

25. An August 17, 2020 invoice charged Ms. Catroppa \$3,000 for “5 guys for 2 days scheduled to start on August 15, 2020.” There is no tradesperson contract or schedule before me showing what work was scheduled. There is no tradesperson witness statement in evidence saying whether the tradespeople worked on August 15, 2020 or later, and what the \$3,000 charge was for. Further, the neighbour, DH, said that beginning on the morning of August 16, 2020, he saw tradespeople coming and going who were “clearly” renovating the house.
26. I find the evidence before me fails to prove that Ms. Catroppa was charged or paid \$3,000 as a reservation fee for time her tradespeople were supposed to work but did not. I find that Ms. Beechinor-Carter is not responsible for the claimed \$3,000 in alleged extra tradesperson charges.

***Did Ms. Beechinor-Carter fail to provide keys and a working door as agreed?***

27. Ms. Beechinor-Carter agrees that a door latch and lock did not work properly on the possession date, and says she told Ms. Catroppa she would pay the repair bill. So, I find she accepted responsibility for that cost. Ms. Beechinor-Carter also says that she could not recall where the cabana key was, and failed to provide it on the possession date. I find this was a breach of the specific contract term saying that all keys would be provided on the possession date. I find Ms. Catroppa is entitled to the cabana rekeying cost before the key was found, as a reasonable security measure.
28. I find Ms. Catroppa is entitled to \$147 for lock rekeying and lock repair, which is the amount of an August 16, 2020 receipt from Solid Rock Safe & Lock for that work.

## **CRT FEES, EXPENSES, AND INTEREST**

29. Under the *Court Order Interest Act*, the Ms. Catroppa is entitled to pre-judgment interest on the \$147 owing. I find pre-judgment interest is calculated from the date of the August 16, 2020 invoice until the date of this decision. This equals \$0.39.
30. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Ms. Catroppa was partially successful here, so I find she is entitled to half of the \$175 in CRT fees paid, which equals \$87.50. Ms. Beechinor-Carter paid no CRT fees. Neither party claimed CRT dispute-related expenses.

## **ORDERS**

31. Within 30 days of the date of this order, I order Ms. Beechinor-Carter to pay Ms. Catroppa a total of \$234.89, broken down as follows:
- a. \$147 in damages for locksmithing costs,
  - b. \$0.39 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$87.50 in CRT fees.
32. Ms. Catroppa is entitled to post-judgment interest, as applicable. I dismiss Ms. Catroppa's remaining claims.
33. Under section 48 of the CRTA, the CRT 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 CRT's final decision. The Province of British Columbia has enacted a provision under the *COVID-19 Related Measures Act* which says that statutory decision makers, like the CRT, may waive, extend, or suspend mandatory time periods. This provision is expected to be in effect until 90 days after the state of emergency declared on March 18, 2020 ends, but the Province may shorten or extend the 90-day timeline at any time. A party



should contact the CRT as soon as possible if they want to ask the CRT to consider waiving, suspending, or extending the mandatory time to file a Notice of Objection to a small claims dispute.

34. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. A CRT 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 CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

---

Chad McCarthy, Tribunal Member