



# Civil Resolution Tribunal

Date Issued: April 16, 2021

File: SC-2020-008148

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Gitika Chawla Personal Real Estate Corporation v. Singh,*

2021 BCCRT 395

B E T W E E N :

GITIKA CHAWLA PERSONAL REAL ESTATE CORPORATION

**APPLICANT**

A N D :

SARVJEET SINGH and RAJDEEP KAUR PARMAR

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Richard McAndrew

## **INTRODUCTION**

1. This dispute is about furnishings used to stage a house for sale. The applicant, Gitika Chawla Personal Real Estate Corporation (Chawla), is a real estate agent corporation that listed and marketed real estate owned by the respondents, Sarvjeet Singh and Rajdeep Kaur Parmar. Chawla rented and placed furnishings to help sell the property. Chawla says Mr. Singh and Ms. Parmar cancelled the listing agreement but they have not allowed Chawla to pick up the items. Chawla claims damages of \$3,000 for the value of the staging items, rental fees and the costs to pick up the items.
2. Mr. Singh and Ms. Parmar deny Chawla's claims. They say that they were willing to let Chawla pick up the items and they only cancelled one pickup appointment because of an emergency. Mr. Singh and Ms. Parmar say that Chawla can still pick up the items.
3. Mr. Singh and Ms. Parmar are self-represented. Chawla is represented by its owner, Gitika Chawla.

## **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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate

that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.

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.

## **ISSUE**

8. The issue in this dispute is whether Mr. Singh and Ms. Parmar pay Chawla \$3,000 for failing to return the rented staging items?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, the applicant Chawla must prove its claim on a balance of probabilities. I have read all the parties' submissions but refer only to the evidence and argument that I find relevant to provide context for my decision. I note that Chawla provided submissions but no evidence, despite having an opportunity to do so.
10. The following facts are not disputed. Chawla represented Mr. Singh and Ms. Parmar as their real estate agent and listed their property for sale. Chawla rented staging items from Copper Reata Consulting and Design (Copper Reata), and placed the items at Mr. Singh's and Ms. Parmar's property to help sell it.
11. Neither party provided submissions about whether Chawla or Mr. Singh and Ms. Parmar would be responsible for paying the staging items' rental cost. Further, neither party described the staging items or provided a copy of the staging items' rental contract or the real estate listing agreement.

12. Mr. Singh and Ms. Parmar decided to end their listing agreement with Chawla. KD, a Copper Reata representative, texted Ms. Parmar on October 6, 2020 to make schedule the pickup of the staging items. Ms. Parmar responded the same day saying that they could pickup the items after the listing agreement was cancelled. KD texted Ms. Parmar again on October 11, 2020 to make pickup arrangements. Ms. Parmar replied saying that they would release the items after they were released from their obligations to Chawla.
13. On October 13, 2020, Ms. Parmar offered to make the items available for pickup that day. KD replied saying that Copper Reata needed more notice to schedule the pickup.
14. Ms. Parmar agreed that Copper Reata could pick up the items on October 15, 2020. However, on October 15, 2020, Ms. Parmar cancelled the pickup because she said there was an emergency. KD says Copper Reata had already arranged for the pickup and paid for a car rental before the appointment was cancelled. KD texted Ms. Parmar saying that she would need to pay the car rental expenses or deliver the staging items to Copper Reata. Ms. Parmar texted Chawla on October 15, 2020 saying that it could pick up the staging items that day or the next day.
15. On October 16, 2020, KD sent Ms. Parmar a Copper Reata invoice for \$3,000. A copy of the invoice is included in the text messages that Ms. Parmar submitted as evidence. Although the invoice was addressed to Ms. Parmar and Mr. Singh, it is undisputed that Chawla rented the items. There is no evidence before me showing that Ms. Parmar and Mr. Singh had a contract with Copper Reata.
16. Copper Reata's invoice included charges of \$2,000 for the non-returned staging items, a \$500 rental fee and \$500 for rental car and labour expenses for 2 cancelled pickups. However, Ms. Parmar and Mr. Singh say there was only one cancelled pickup, which is consistent with the text messages. Chawla did not provide any description of the alleged second cancelled pickup. Based on the text messages, I find that Ms. Parmar and Mr. Singh only cancelled one pickup on October 15, 2020.

17. On October 16, 2020, Ms. Parmar texted KD and said Copper Reata could pick up its staging items that day. On October 18, 2020, Ms. Parmar texted KD again and said they could drop off the staging items. There is no evidence before me of any further attempts to pickup the staging items or of any further communications between the parties. Ms. Parmar and Mr. Singh still have possession of these items.
18. Chawla claims \$3,000 for the value of the non-returned staging items, the rental costs and expenses to pick up these items. However, I find that Chawla has not proved that it has suffered any damages from the non-return of the staging items. As the staging items' renter, I infer that Chawla has an obligation to return the rental property to Copper Reata. However, without a copy of its contract with Copper Reata, or an invoice from Copper Reata to Chawla, I find that Chawla has failed to prove that it has suffered any damages from the non-return of the items. The only invoice provided was sent from Copper Reata to Ms. Parmar and Mr. Singh, not to Chawla. There is no evidence before me that Chawla is responsible for the fees and expenses that Copper Reata has charged Ms. Parmar and Mr. Singh. Further, the invoice is not persuasive because there is no itemization or description of the rental items. Also, Chawla has not explained how it is suffered damage from Copper Reata's alleged expenses to pickup the staging property. In the absence of evidence, I find that Chawla has failed to prove that it has suffered any damages from the non-return of the staging items.
19. For the above reasons, I dismiss Chawla's claims.
20. 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. I see no reason in this case not to follow that general rule. Since Chawla was not successful, I find that it is not entitled to reimbursement of its CRT fees. Ms. Parmar and Mr. Singh did not request reimbursement of CRT fees or dispute-related expenses.

## **ORDER**

21. I dismiss Chawla's claims and this dispute.

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Richard McAndrew, Tribunal Member