



Civil Resolution Tribunal

Date Issued: September 17, 2021

File: SC-2021-002550

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Risman v. Knott (dba The Clean Gecko)*, 2021 BCCRT 1011

BETWEEN:

ROCHELLE RISMAN

APPLICANT

AND:

JANNA KNOTT (Doing Business As THE CLEAN GECKO)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Roy Ho

INTRODUCTION

1. This dispute is about damaged appliances. The applicant, Rochelle Risman, hired the respondent, Janna Knott (Doing Business As The Clean Gecko), to clean her home. Ms. Risman says that Miss Knott's employee, MS, damaged her dishwasher,

oven, and refrigerator while cleaning them. Ms. Risman seeks \$5,000 to repair the appliances.

2. Miss Knott denies that MS damaged Ms. Risman's appliances. She says the damage was pre-existing and asks that I dismiss this dispute. MS is not a party to this dispute.
3. The parties are each self-represented.

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. Both parties of this dispute call into question the credibility, or truthfulness, of the other. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. I note the decision *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute based on the submitted evidence and 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.

ISSUE

8. The issue is whether Miss Knott's employee, MS, damaged Ms. Risman's appliances, and if so, what remedies are appropriate.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant Ms. Risman must prove her claims 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.
10. On October 20, 2020, Ms. Risman hired Miss Knott's business to clean Ms. Risman's home.
11. On October 31, 2020, Miss Knott sent her employee MS to clean Ms. Risman's home.
12. On November 6, 2020, Ms. Risman emailed Miss Knott alleging that MS damaged her stainless steel appliances. Specifically, Ms. Risman alleged that MS left a "streaky film" on the appliances that would not come off. In support, Ms. Risman submitted photos of the damage and a repair quote from Community Appliance Parts and Service (CAPS). CAPS's quoted Ms. Risman repair costs at \$5,076.76 and opined that the appliances' damages were caused by a steel wool. Based on the photos and CAP's quote, I accept that Ms. Risman's appliances are damaged.
13. Miss Knott says that her business does not use steel wool to clean but uses microfiber cloths. She further says that the cleaning solution they use does not damage stainless steel surfaces. Miss Knott provided a statement from a customer to that effect. Conversely, Ms. Risman suggests that MS may have used products harmful to stainless steel appliances or, alternatively, intentionally damaged her appliances. However, I find these assertions speculative and unproven as Ms. Risman admits

that she did not watch MS clean the appliances. So, absent evidence to the contrary, I find it unproven that MS used unsafe products on the appliances, given the conflicting and equally plausible evidence.

14. Miss Knott further denies that MS damaged the appliances and says the damage was pre-existing. In support, Miss Knott provided MS's statement, who says that before cleaning the appliances, MS had notified Ms. Risman about the appliances' pre-existing damage. MS says she then gently cleaned the appliances.
15. Miss Knott also provided a statement from JS, another employee, who undisputedly had cleaned Ms. Risman's home and appliances on September 28, 2020. JS says on that day the appliances were already damaged with streak marks.
16. Ms. Risman challenges the validity of MS's and JS's statements. She says their statements did not include picture identification, so their signatures are not valid. However, I disagree. There is no legal or CRT requirement that signed statements must include picture identification. While I appreciate Ms. Risman's perspective that picture identification may assist with confirming a signer's identity, I do not find that this is necessary here. This is particularly the case given the CRT's mandate for informal and flexible dispute resolution, So, I accept that MS and JS signed their statements. Ms. Risman also alleges Miss Knott authored MS's and JS's statements. However, I find this allegation speculative and unproven. In any event, I am satisfied that MS and JS endorsed the statements as written given that they both signed them.
17. Ms. Risman denies that the appliances had pre-existing damage. In support, she provided statements from JW and CM. JW and CM each say that the appliances were not damaged the last time they saw them. CM says the last time she saw the appliances was about a month prior to MS cleaning them. JW says that the last time she saw the appliances was on October 28, 2020, 3 days before MS cleaned them.
18. This brings me to the central issue in this dispute. Namely, that through their evidence and from witness statements, both parties provided equally plausible but conflicting versions of events about the appliances' condition before MS cleaned them. I find I

am left with an evidentiary tie and I cannot reconcile the evidence because I am unable to say which version of events is more likely. On balance, I find it unproven that MS damaged the appliances, and so I find that negligence has not been proven. As Ms. Risman bears the burden of proof, I find she has not met this burden. Therefore, I dismiss Ms. Risman's claim and this dispute.

19. 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. As Ms. Risman was unsuccessful, I dismiss her CRT fee claim. Ms. Risman did not claim any dispute-related expenses, so I award none. Miss Knott did not pay any fees or claim any dispute-related expenses, so I award none.

ORDER

20. I dismiss Ms. Risman's claims and this dispute.

Roy Ho, Tribunal Member