



Civil Resolution Tribunal

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File: SC-2021-007440

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lebaron v. 0927522 B.C. Ltd. dba Busy Bee Cleaners*, 2022 BCCRT 325

B E T W E E N :

LAURA MICHELLE LEBARON

APPLICANT

A N D :

0927522 B.C. LTD. DBA BUSY BEE CLEANERS, ANN MAY
LAUNDER LTD., and ZERO-G MUSIC INC. DBA OBAKKI DESIGNS

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about dry-cleaning services. In September 2021, the applicant, Laura Michelle Lebaron, took her jacket for dry-cleaning to the respondent Ann May Launder Ltd., which does business as Launderall. Launderall then sent the jacket to the respondent 0927522 B.C. Ltd. dba Busy Bee Cleaners (Busy Bee) to do the cleaning. The respondent Zero-G Music Inc. dba Obakki Designs (Obakki) manufactured and sold the jacket approximately 15 years ago.
2. Ms. Lebaron says when she got her jacket back, it was stained and damaged. She claims \$500 in damages.
3. The respondents Launderall and Busy Bee did not file a Dispute Response despite being served. So, they are in default as discussed below. As also discussed below, Ms. Lebaron agrees to withdraw her claim against Obakki.
4. Ms. Lebaron is self-represented. Obakki is represented by an employee or principal.

JURISDICTION AND PROCEDURE

5. 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.
6. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In some respects, both parties to this dispute call into question the credibility, or truthfulness, of the other. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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.

7. CRTA section 42 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.
8. 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.

Procedural history

9. Ms. Lebaron filed her application to the CRT on September 27, 2021. In that original application, she named the same 3 respondents: Launderall, Busy Bee, and Obakki. The Dispute Notice was issued on October 5, 2021. As noted above, Launderall and Busy Bee did not file Dispute Responses, despite being served under the CRT's rules. As also noted, this means they are in default, as discussed further below.
10. Later, during the CRT's facilitation process, Ms. Lebaron and Obakki agreed to Ms. Lebaron withdrawing her claims against Obakki, as also discussed further below. At Ms. Lebaron's request, on December 13, 2021 the CRT then issued an Amended Dispute Notice reflecting the withdrawal against Obakki, meaning only Launderall and Busy Bee were the named respondents. Otherwise, the content was the same as the original Dispute Notice.
11. However, Ms. Lebaron immediately changed her mind, before the CRT issued or served that Amended Dispute Notice. She changed her mind because she wanted the dispute and this decision to proceed without having to re-serve Launderall and Busy Bee with the Amended Dispute Notice that did not name Obakki, as required

under the CRT rules. So, at Ms. Lebaron's request on December 16, 2021 CRT staff issued a further Amended Dispute Notice, again naming all 3 respondents. For clarity, the current Amended Dispute Notice is identical in content to the original Dispute Notice served on all 3 respondents including Launderall and Busy Bee.

12. Ordinarily, I would decline to resolve a dispute where the most recent Amended Dispute Notice before me was not the version actually served on all respondents, particularly respondents in default. However, I am mindful of the CRT's mandate that includes speed, efficiency, flexibility, and proportionality. Given the mandate and the fact this is only a \$500 claim, I find it would be disproportionate to effectively restart the CRT process and require Ms. Lebaron to serve Launderall and Busy Bee with the current Amended Dispute Notice. I say this because I find no party is prejudiced by my relying on the current Amended Dispute Notice, as the content is identical to the original Dispute Notice that was served.
13. As noted, Ms. Lebaron seeks to withdraw her claim against Obakki. I allow that withdrawal, as Obakki agrees to it. I find no potential prejudice to Launderall and Busy Bee. I note I would have dismissed the claim against Obakki as unproven in any event, given the claim is about dry-cleaning completed in 2021 and Obakki sold the coat around 15 years ago. Given the procedural history and the withdrawal's late timing in this proceeding, I have however included Obakki in the style of cause above, bearing in mind Obakki participated throughout. My decision below addresses only Launderall's and Busy Bee's liability.

ISSUE

14. The issue in this dispute is whether Launderall and Busy Bee are responsible for the damage to Ms. Lebaron's jacket following the September 2021 dry-cleaning, and if so what is the appropriate amount of compensation?

EVIDENCE AND ANALYSIS

15. In a civil proceeding like this one, as the applicant Ms. Lebaron must prove her claims on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submitted evidence and arguments but refer only to what I find relevant to provide context for my decision.
16. First, the background facts. The evidence before me is limited. Ms. Lebaron bought the ivory-coloured jacket in question from Obakki around 15 years ago. On September 12, 2021, she took the jacket to Launderall for dry-cleaning. She says at that time it was not soiled and had no stains but needed an “overall cleaning”. Ms. Lebaron says she has had it dry-cleaned previously at other drycleaners without incident. Because Launderall and Busy Bee did not participate in this dispute, none of this is disputed.
17. Launderall then sent the jacket to Busy Bee to have the cleaning done. When Ms. Lebaron picked up the jacket, it had large stains on both the front and back that were not present when she dropped it off. Ms. Lebaron says she left the jacket with Launderall to return to Busy Bee for “remediation” but Busy Bee could not solve the stain problem. Ms. Lebaron picked up the jacket, still damaged, on September 27, 2021. Again, none of this is disputed.
18. As noted, Launderall and Busy Bee are in default, because they did not file a Dispute Response or participate in this proceeding, despite being served. Generally, liability is assumed when a party is in default. I find it reasonable to assume their liability here. This is also consistent with Ms. Lebaron’s submitted photos of her damaged ivory-coloured jacket. This means I accept Ms. Lebaron hired Launderall to fix her jacket, that Launderall sub-contracted the cleaning of it to Busy Bee, and that Busy Bee damaged the jacket by staining it. This is also consistent with the law of bailment, which puts the onus on the bailee (here the drycleaners who took possession of the jacket in order to clean it) to prove they were not negligent in handling the jacket. Again, as Launderall and Busy Bee are in default, they have not disproven negligence.

19. I note Ms. Lebaron refers to Busy Bee alleging the jacket was not colorfast and so it was the manufacturer's (Obakki's) fault. Since Busy Bee did not participate in this proceeding and since I have no evidence to support a conclusion the jacket was inherently defective, I place no weight on the suggestion the dry-cleaning process was not responsible for the jacket's stain damage.
20. In the circumstances, I find Launderall and Busy Bee jointly and severally liable for the proven damages discussed below. This means that Ms. Lebaron can recover the awarded amount from either Launderall or Busy Bee.
21. I turn then to the requested remedy, which is \$500 in damages. While I have assumed liability against Launderall and Busy Bee, Ms. Lebaron still has to prove her damages. This means she must prove the jacket's value. Given the stains, I accept the jacket is no longer reasonably wearable.
22. Ms. Lebaron submitted no receipt for the jacket's purchase, which is not surprising given she bought it 15 years ago. She also submitted no professional assessment of its value and while Obakki participated, it did not provide any evidence including what it sold the jacket for. That said, Ms. Lebaron did say she paid about \$600 for the jacket, which I accept since Obakki did not dispute this.
23. Ms. Lebaron submitted 2 screenshots of what she says are "comparable" jackets. One is a "recycled wool blend blazer" sold new for \$575. The other is a "linen blend" blazer sold new for \$695.
24. In Ms. Lebaron's submission, she copied an email from the jacket's "manufacturer", which I infer was an Obakki representative. In it, the Obakki representative described the jacket as being made of suede. Ms. Lebaron did not address the discrepancy about the jacket's material. So, I find I can place little weight on the "comparable" jackets evidence.
25. In any event, on balance, given the significant passage of time since Ms. Lebaron bought the jacket, I find it would be unreasonable to award her the claimed \$500. I say this because I find to do so would amount to betterment, which means it would

put her in a better position than if her jacket had been returned to her properly cleaned. In other words, I find the 15-year old jacket's value pre-cleaning was likely far less than \$500. On a judgment basis, I allow \$150 in damages for the jacket.

26. The *Court Order Interest Act* (COIA) applies to the CRT. I find Ms. Lebaron is entitled to pre-judgment interest under the COIA on the \$150. Calculated from September 27, 2021 (the date she picked up the jacket) to the date of this decision, this interest equals \$0.33.

27. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As Ms. Lebaron was partially successful in her claim, I find she is entitled to reimbursement of \$62.50, which is half her paid CRT fees, from Launderall and Busy Bee. Obakki did not pay fees or claim dispute-related expenses. No party claimed dispute-related expenses.

ORDERS

28. Within 21 days of this decision, I order the respondents Launderall and Busy Bee, jointly and severally, to pay Ms. Lebaron a total of \$212.83, broken down as follows:

- a. \$150 in damages,
- b. \$0.33 in pre-judgment interest under the COIA, and
- c. \$62.50 in CRT fees.

29. Ms. Lebaron is entitled to post-judgment interest, as applicable.

30. I allow Ms. Lebaron's request to withdraw all claims against the respondent Obakki.

31. 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.

32. 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.

Shelley Lopez, Vice Chair