



Civil Resolution Tribunal

Date Issued: May 19, 2022

File: SC-2021-008130

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Stranaghan Enterprises Ltd. (dba Riverside Resort) v. Canada*,
2022 BCCRT 591

B E T W E E N :

STRANAGHAN ENTERPRISES LTD. (dba RIVERSIDE RESORT)

APPLICANT

A N D :

DARIAN CANADA, REGINALD DAVIS, and JAMIE LEMIEUX

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about alleged debt and property damage following a stay at a property owned and operated by the applicant, Stranaghan Enterprises Ltd. (dba Riverside Resort) (Riverside). The 3 respondent individuals are Darian Canada, Reginald Davis, and Jamie Lemieux. Riverside claims \$2,489.48.
2. The undisputed evidence is that the 3 respondents attended Vancouver Island, where Riverside Resort is located, from out of province for employment purposes and stayed at the resort.
3. Darian Canada and Reginald Davis did not file a Dispute Response as required, and so are in default as discussed below. Mr. Lemieux says he was hired by Darian Canada who Mr. Lemieux says included all travel and hotel accommodation costs for the duration of his time on Vancouver Island and at Riverside Resort. So, Mr. Lemieux denies he is personally responsible for paying for the room and denies being aware of or causing any property damage. Mr. Lemieux says if any money is owing, it is owed by Darian Canada.
4. Riverside is represented by an employee or principal. Mr. Lemieux is self-represented.

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). CRTA section 2 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 of this dispute call into question the credibility, or truthfulness, of the other. 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.
9. In Riverside's application to the CRT, it named the respondent Jamie Lemieux as "Jami Lemieux". CRT staff confirmed Riverside agreed to Mr. Lemieux's request for a spelling correction to "Jamie Lemieux", and so this correction is reflected in the style of cause above, even though the Dispute Notice was not amended to reflect that correction.

ISSUES

10. The issues in this dispute are:
 - a. Whether some or all of the respondents are responsible for the claimed debt for the respondents' stay at Riverside Resort, and
 - b. Whether some or all of the respondents are responsible for property damage and damages for loss of use.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, as the applicant Riverside must prove its 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.
12. I note that on November 8, 2021, Darian Canada texted Mr. Lemieux that Mr. Lemieux should send a copy of “it” (which in context I find refers to the CRT’s Dispute Notice) and then “throw it in the garbage”. In the text exchange, Mr. Lemieux then texted Darian Canada a screenshot of the Dispute Notice and Darian Canada responded and essentially expressed surprise at the claim. I find this exchange explicitly confirms Darian Canada had notice of this dispute. Reginald Davis is deemed served under the CRT’s rules. More on Darian Canada’s and Reginald Davis’ default status below.
13. I turn to the relevant chronology. Riverside’s submitted evidence shows the 3 respondents had an “extended stay” at the resort from September 12 to October 17, 2021. The original intended booking was to have extended to March 22, 2022. Based on the lengthier intended stay, the charged rate was discounted to \$85 per night. The respondents stayed for a few nights in a smaller room, Room 16, and then moved to a 3-bedroom cabin, WL01. I accept this is accurate, noting it is not disputed.
14. It is undisputed, and the evidence shows, that Darian Canada hired Mr. Lemieux to do some drywalling work on Vancouver Island. Text messages in evidence show Darian Canada told Mr. Lemieux “I will cover your hotel and food if you come” to do the work. However, contrary to Mr. Lemieux’s submission, his employment relationship with Darian Canada is not determinative of his obligations to Riverside.
15. Significantly, all 3 respondents individually signed Riverside’s September 11, 2021 agreement with its “terms and conditions”, and provided their ID. I find it is not determinative that it was only Darian Canada who provided a payment method for

Riverside to hold (a Visa debit card). The terms and conditions set out the obligation to pay the accommodation charges and pay for any damage. I find by signing those terms, each of the 3 respondents agreed to be responsible. At the top of Riverside's later invoice, it has the respondent's 3 names "Reginald/Darian/Jami" with "Davis" added after them. There is one address listed for all of them.

16. Since they were all staying together in the same cabin, I find the 3 respondents are jointly and severally liable for any proven debt and damages. This means Riverside can collect from any one of the respondents. Whether any of the respondents have a claim against any of the other respondents is not a matter before me.
17. I turn then to the amount claimed. In its invoice, Riverside claims \$817.20 in unpaid room charges (up to and including October 17, 2021), \$647.28 in damages for not being able to rent the room for 3 nights (based on "2 x \$279 + taxes"), and \$1,025 in damages for bed and bath linens and a shower curtain. This totals \$2,489.48, the amount claimed in this dispute. Riverside does not explain why the formula for 3 nights is based on 2 x the daily rate. More on the \$647.28 claim below.
18. I note that while Riverside's invoice charges \$85 per night, the September 11, 2021 agreement said the rate was \$70 plus taxes. However, for the cabin stay the 3 respondents signed another agreement on September 14, 2021 for \$85 per night. So, I find Riverside is entitled to the claimed \$817.20 for unpaid room charges, which is entirely for the cabin stay.
19. I turn to the property damage aspect of the claim. The parties' agreement said that if the room required additional cleaning, a \$50 per "extra hour" of housekeeping charges would apply, and that "damage charges" would depend on the amount of damage incurred. The September 14, 2021 agreement specified that bedding and towels would be counted and checked for damages and there would be a fee for any damaged or missing items.
20. Riverside submitted its October 22, 2021 housekeeping "move in" report for the cabin. However, it did not submit a "move out" report and no statement from any

housekeeper about the unit's condition after the respondents left. While Riverside submits the respondents "thoroughly thrashed" the unit, there are no photos in evidence of the unit after the respondents left it.

21. As noted, Mr. Lemieux denies causing any damage, though he did not expressly address Riverside's invoice that set out a total of \$1,025 in charges for replacement bed and bath linens and a shower curtain. I also note Riverside's invoice does not specifically charge for additional housekeeping.
22. In any event, Darian Canada and Reginald Davis are in default, which means liability is generally assumed. Based on that assumed liability, I find the linens and shower curtain were either taken or damaged, as alleged. I note Mr. Lemieux did not challenge the specific valuations for each item listed in the invoice and I find the \$1,025 total reasonable. Riverside notes that at some point 1 or more of the respondents said they had paid a security or damage deposit, but that that was untrue. I have no evidence any deposit was paid and find it was not. I find Riverside is entitled to the \$1,025.
23. Again, I have found the 3 respondents jointly and severally liable for Riverside's proven debt and damages relating to the cabin the 3 respondents jointly occupied and agreed to be responsible for. In other words, it does not matter if Mr. Lemieux personally was not the one who took or damaged the linens.
24. I turn next to the \$647.28 claim for Riverside's inability to rent the room for 3 nights. On October 15, 2021, Riverside gave a letter to the 3 respondents noting they were \$620 in arrears and if they did not pay within 48 hours Riverside would start charging the \$249 daily rate. On October 22, 2021, Riverside gave the respondents a notice to vacate for failure to pay. As noted above, Riverside elsewhere said the daily rate was \$279 plus taxes.
25. On the evidence before me, I find the respondents had booked the room but left early without notice and with property damage. I find Riverside reasonably required some time to have the room made ready for new guests. However, Riverside does

not explain why 3 nights was necessary for this. I find 2 nights reasonable at \$249 per day plus taxes. This equals \$557.76.

26. In summary, I find the respondents are jointly and severally liable to pay Riverside a total of \$2,399.96, for unpaid room charges (\$817.20), replacement items (\$1,025), and damages for loss of use of the room (\$557.76).
27. The *Court Order Interest Act* (COIA) applies to the CRT. I find Riverside is entitled to pre-judgment interest on the \$2,399.96 under the COIA. Calculated from October 22, 2021 to the date of this decision, this equals \$6.20.
28. 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 Riverside was substantially successful, I allow its claim for reimbursement of \$125 in CRT fees. No dispute-related expenses were claimed.

ORDERS

29. Within 21 days of this decision, I order the respondents, jointly and severally, to pay the applicant a total of \$2,531.16, broken down as follows:
 - a. \$817.20 in debt,
 - b. \$1,582.76 in damages,
 - c. \$6.20 in pre-judgment interest under the COIA, and
 - d. \$125 in CRT fees.
30. Riverside is entitled to post-judgment interest, as applicable.
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 BC. 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 BC. Under section 56.1(2.1) of the CRTA, a party in default (here, Darian Canada and Reginald Davis), have no right to file a notice of objection.

Shelley Lopez, Vice Chair