



# Civil Resolution Tribunal

Date Issued: May 30, 2022

File: SC-2022-000567

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lam v. Vancouver Maple Leaf Language College Inc. (dba Oxford International North America, 2022 BCCRT 634*

B E T W E E N :

LUCIA LAM

**APPLICANT**

A N D :

VANCOUVER MAPLE LEAF LANGUAGE COLLEGE INC. dba  
OXFORD INTERNATIONAL NORTH AMERICA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Sherelle Goodwin

## INTRODUCTION

1. This is a final decision dismissing this claim as it is out of time under the *Limitation Act* (LA).

2. The applicant, Lucia Lam, says she accepted a teaching job offer from the respondent, Vancouver Maple Leaf Language College Inc. dba Oxford International North America (Oxford) on July 19, 2019. Ms. Lam says Oxford cancelled the classes, and her employment, the day before she was scheduled to start teaching on July 22, 2019. Ms. Lam claims \$1,787.50 in damages for her alleged reliance on the promise of employment.
3. Oxford says the parties never reached an agreement as Ms. Lam countered Oxford's offer. However, Oxford says it paid Ms. Lam for 2 hours of preparation time for the class that did not happen. It also says that Ms. Lam's claim is out of time under the LA.
4. Ms. Lam represents herself. A director or employee represents Oxford.

## **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. 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.
7. 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.

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.

## **ISSUE**

9. The issue is whether the CRT should dismiss Ms. Lam's claim as out of time under the LA.

## **REASONS AND ANALYSIS**

10. In making this decision I have reviewed the Dispute Notice, the Dispute Response, and the parties' submissions on the limitation issue.
11. Section 13 of the CRTA confirms that the LA applies to CRT claims. Section 6 of the LA says that the basic limitation period to file a claim is 2 years after the claim is "discovered". At the end of the 2-year limitation period, the right to bring a claim disappears.
12. Section 8 of the LA says a claim is "discovered" on the first day the person knew, or reasonably ought to have known, that the loss or damage occurred, that it was caused or contributed to by an act or omission of the person against whom the claim may be made, and that a court or tribunal proceedings would be an appropriate way to remedy the damage.
13. CRTA section 13.1 says the limitation period stops running after a claim is filed with the CRT. Ms. Lam filed her CRT dispute application on January 21, 2022. For Ms. Lam to have filed her dispute application in time she must have discovered her claim for allegedly unpaid wages and damages after January 21, 2020. For the below reasons, I find this is not the case.

14. The parties agree that Oxford cancelled Ms. Lam's class on July 21, 2019. Based on emails between the parties I find Ms. Lam asked Oxford to pay her for the preparation work she did in anticipation of teaching the class, prior to the class being cancelled. In a July 25, 2019 email Oxford's director of operations refused to pay Ms. Lam for her preparation time, arguing that the parties did not have a binding contract.
15. Ms. Lam argues that she could not have discovered her claim until January 2020, as that is when she anticipated Oxford would pay her, but it did not. First, there is no reasonable explanation or evidence supporting Ms. Lam's belief that Oxford would pay her in January 2020 for a July 2019 class. It is not set out in the emails submitted by Ms. Lam. Further, Oxford submitted its payroll records showing it paid Ms. Lam \$30.69 on October 10, 2019 for 2 hours of preparation time. I find this inconsistent with Ms. Lam expecting payment in January 2020.
16. Second, even if the parties continued to negotiate whether and how much Oxford should pay Ms. Lam, I find that does not extend the limitation period. Our courts have found that the limitation period runs even if the parties are engaged in negotiations to settle the claim (see *Arbutus Environmental Services Ltd. v. South Island Aggregates Ltd.*, 2017 BCSC 1).
17. Third, I find Ms. Lam's being out of town most of 2018 to 2020 is irrelevant to the running of the limitation period.
18. On balance, I find Ms. Lam discovered her claim, or ought to have discovered her claims, for unpaid preparation time and breach of contract, on July 21, 2019, when Oxford cancelled her class.
19. I have also considered whether Oxford's October 10, 2019 payment acknowledged a debt to Ms. Lam and started the limitation period anew, under section 24(7) of the LA. However, that section only applies if the payment made is partial payment of a liquidated sum, which I find is not the case here. A liquidated sum is one which is already determined, or capable of being determined as a "matter of arithmetic" (see

*Sawry v. Rohsanagh*, 2006 BCSC 470). I find Ms. Lam's claim is for damages to be determined, rather than a liquidated sum.

20. In any event, even if Oxford's October 10, 2019 payment renewed the 2-year limitation period, which renewed limitation period would have expired on October 10, 2021, before Ms. Lam filed her application for dispute resolution.
21. Overall, I find Ms. Lam discovered, or reasonably could have discovered, her claim against Oxford well before January 21, 2020. So, I find her claim was out of time when she filed her application for dispute resolution and I dismiss her claims.
22. 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. As Ms. Lam was unsuccessful in her claim, she is not entitled to reimbursement of her paid CRT fees. As the successful respondent, Oxford paid no CRT fees and claimed no dispute-related expenses.

## **ORDER**

23. I dismiss Ms. Lam's claims and this dispute.

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Sherelle Goodwin, Tribunal Member