



Civil Resolution Tribunal

Date Issued: June 14, 2022

File: SC-2021-008948

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Thorpe v. Song*, 2022 BCCRT 697

B E T W E E N :

LAUREN RV THORPE

APPLICANT

A N D :

CHRISTINE SONG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about hair extensions and hair services. The applicant, Lauren RV Thorpe, says the respondent, Christine Song, incorrectly coloured and toned her natural hair and hair extensions. Ms. Thorpe says she asked for a refund, but Ms. Song refused to provide one unless the hair extensions were removed. Ms. Thorpe wants to be refunded the \$627.55 she says she paid Ms. Song for hair services. She

also claims damages of \$296.84 for repair treatments and \$986.96 for hair extensions.

2. Ms. Song disputes Ms. Thorpe's claims and says she owes nothing.
3. Both parties are 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. 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.

8. CRT staff advised that Ms. Thorpe did not provide any submissions or evidence in this dispute, despite 3 email requests and a voicemail reminder.

ISSUE

9. The issue in this dispute is to what extent, if any, Ms. Song must pay Ms. Thorpe \$627.55 for hair services provided, \$986.96 for damaged hair extensions, and \$296.84 for repair treatments.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, as the applicant, Ms. Thorpe must prove her claims on a balance of probabilities (meaning more likely than not). As noted, Ms. Thorpe did not provide any submissions or evidence in this dispute. I have read Ms. Song's submissions and evidence but refer only to what I find relevant to provide context for my decision.
11. In her application for dispute resolution, Ms. Thorpe said that she purchased hair extensions from Ms. Song in August 2021, and attended a hair appointment on November 20, 2021 for a partial highlights and a "lift". Ms. Song does not dispute this. Ms. Thorpe said her natural hair and some hair extensions were incorrectly coloured and damaged by Ms. Song during the appointment. She also said her hair extensions are now mismatched because some were coloured and some were not. Ms. Thorpe said she asked for a refund the next day, but Ms. Song refused to provide one unless she removed the hair extensions. As noted, Ms. Thorpe also said she needed hair repair treatments, and had to buy new hair extensions to replace the damaged ones.
12. It is undisputed that Ms. Thorpe was unsatisfied with the colour result at the appointment. Ms. Song says that the toner used on Ms. Thorpe's hair did not initially work out perfectly. However, Ms. Song says she spent an additional 3 hours treating Ms. Thorpe's hair at the appointment and says it looked perfect when she was finished. Ms. Song denies that Ms. Thorpe's hair was damaged. However, Ms. Song says the parties agreed she would provide a refund on the condition that Ms. Thorpe

removed the hair extensions. Text messages between the parties in evidence confirm this. Ms. Song says Ms. Thorpe never returned to remove the hair extensions. Text messages in evidence also confirm that Ms. Thorpe later refused to remove the hair extensions. So, I find Ms. Song was not required to provide a refund based on the parties' agreement.

13. Ms. Song also says Ms. Thorpe never showed her the allegedly damaged hair or mismatched hair extensions, and did not provide any photographs or proof of the repair treatment costs.
14. Although she did not use these words in her application for dispute resolution, I find Ms. Thorpe alleges that Ms. Song's hair services was negligent. In order to be successful in a negligence claim, Ms. Thorpe must show that Ms. Song owed her a duty of care, Ms. Song breached the standard of care, she sustained damage, and the damage was caused by Ms. Song's breach (*Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27).
15. There are court decisions establishing that negligent hair colouring can result in damages. In *Hangasmaa v. Karen Hawes New Image Salon*, 2002 BCPC 540, the claimant alleged negligent application of highlighting colour chemicals, among other things. The court awarded \$800 in non-pecuniary damages. However, in that case the claimant led expert evidence that her hair was substantially damaged, and it would take 7 years for her hair to return to the length and quality she previously enjoyed. Here, there is no expert evidence or any documentary evidence to prove the alleged damage to Ms. Thorpe's natural hair or hair extensions, or how long it may take to address any problems arising from the hair services Ms. Song provided. There is also no expert evidence specifically impugning any of Ms. Song's techniques, unlike in *Hangasmaa*. Further, even if Ms. Thorpe proved her natural hair or hair extensions were damaged, there is no documentary evidence that proves the amounts Ms. Thorpe claims she paid for Ms. Song's hair services, the alleged damaged hair extensions, or the repair treatments.

16. As noted above, Ms. Thorpe bears the burden of proving her claims. I find Ms. Thorpe has not met her burden of proving she sustained any damage, or that the damage was caused by Ms. Song. Given this, I find I do not need to determine whether Ms. Song breached the standard of care. Given all the above, I find Ms. Thorpe has not proved negligence, and I dismiss her claims.

17. 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. Thorpe was unsuccessful, I dismiss her fee claim. Ms. Song did not pay any CRT fees or claim dispute-related expenses, so I award none.

ORDER

18. I dismiss Ms. Thorpe's claims and this dispute.

Leah Volkers, Tribunal Member