



Civil Resolution Tribunal

Date Issued: June 21, 2022

File: SC-2021-009216

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sahota v. Burton*, 2022 BCCRT 720

BETWEEN:

PAUL SAHOTA

APPLICANT

AND:

LIONEL BURTON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about professional home design services. The applicant, Paul Sahota, hired the respondent, Lionel Burton, to design a residential home on property Mr. Sahota was seeking to purchase. Mr. Sahota says Mr. Burton unreasonably terminated the parties' contract, so seeks the return of the \$2,500 deposit he paid.

2. Mr. Burton says he rightfully terminated the parties' contract due to Mr. Sahota's inappropriate behaviour. Mr. Burton also says he performed work towards Mr. Sahota's project, and that Mr. Sahota is not entitled to any refund.
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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that 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.
6. Section 42 of the CRTA says that 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 in this dispute is to what extent, if any, Mr. Sahota is entitled to a refund of the \$2,500 deposit.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Mr. Sahota must prove his claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision. I note Mr. Sahota did not provide any evidence or reply submissions.
10. In November 2021 Mr. Sahota approached Mr. Burton about designing a new residential home on property Mr. Sahota was in the process of purchasing. The parties signed a contract on November 10, 2021 which indicated Mr. Burton would prepare preliminary and construction drawings and a house-design concept based on information from Mr. Sahota, for a total price of \$7,875. The contract further stated that a \$2,500 non-refundable deposit was due at the first consultation. Mr. Sahota paid the deposit on November 12, 2021.
11. The parties met and discussed the site limitations and on November 29, 2021 Mr. Burton provided Mr. Sahota with preliminary sketches of the home’s main floor and its footprint on the land. Mr. Sahota was unhappy with the home’s placement on the property, and the parties’ relationship soured. As a result, Mr. Burton advised Mr. Sahota he would not continue working for him. None of this is disputed.
12. Mr. Sahota says the deposit should be refunded because he was not provided with any drawings as required by the contract. Mr. Burton says the deposit was non-refundable, but in any event says he was entitled to end the contract due to Mr. Sahota’s behaviour. Mr. Burton also says he spent time working on Mr. Sahota’s project including meeting with him in person, researching relevant bylaws, site conditions, and surveyors’ site plans, and creating a main floor plan and site plan.

13. Mr. Sahota alleges Mr. Burton breached the contract by improperly refusing to do any further work. As a result, Mr. Sahota says he is entitled to a refund of his \$2,500 deposit.
14. Here, I find the parties suffered a loss of confidence in each other. Mr. Sahota was unhappy with Mr. Burton's placement of the home, and I find the general demeanour of Mr. Sahota's emails was condescending. Mr. Burton further says Mr. Sahota belittled him and his professional expertise, which Mr. Sahota does not deny. Given the deterioration of the parties' relationship, I find Mr. Burton reasonably decided to terminate the parties' contract. So, I find Mr. Burton did not improperly breach the contract, and I find Mr. Sahota is not entitled to a refund.
15. Even if I had found Mr. Burton breached the contract, he would still be entitled to payment for the work he completed on Mr. Sahota's project, under the legal principle of *quantum meruit*, which means value for work done. Given the work undisputedly completed, I find Mr. Burton would have been entitled to keep the \$2,500 as payment for that work in any event. So, I dismiss Mr. Sahota's claims.
16. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As Mr. Sahota was not successful, I find that he is not entitled to reimbursement of his paid tribunal fees. Mr. Burton paid \$50 in tribunal fees, and I find he is entitled to reimbursement. Neither party claimed disputed-related expenses.

ORDERS

17. Within 30 days of the date of this decision, I order the applicant, Paul Sahota, to pay the respondent, Lionel Burton, a total of \$50 as reimbursement of tribunal fees.
18. Mr. Burton is also entitled to post-judgment interest, as applicable.
19. Mr. Sahota's claims are dismissed.

20. 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.
21. 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.

Andrea Ritchie, Vice Chair