



Civil Resolution Tribunal

Date Issued: July 13, 2022

File: SC-2021-008654

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Chatlani v. Wollman*, 2022 BCCRT 797

BETWEEN:

PRIYA CHATLANI

APPLICANT

AND:

DAVID WOLLMAN and JANNA ROSEN-WOLLMAN

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

INTRODUCTION

1. This is a small claims dispute about a home purchase. The applicant, Priya Chatlani, says that in September 2021, she purchased a property from the respondents, David Wollman and Janna Rosen-Wollman. Ms. Chatlani says the respondents failed to

professionally clean the property as required under the purchase agreement and claims \$823.75 for cleaning costs.

2. The respondents say that they did have the property professionally cleaned and that Ms. Chatlani should claim against the cleaning company, not the respondents, if she is dissatisfied with the work done.
3. The parties are all 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.

ISSUE

8. The issue in this dispute is whether the respondents must pay Ms. Chatlani for the claimed cleaning costs.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant, Ms. Chatlani must prove her claims on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submitted evidence and argument but refer only to what I find relevant to provide context for my decision.
10. The following facts are undisputed. The parties entered into a purchase agreement for the property on July 18, 2021, with a possession date of September 30, 2021. In the purchase agreement, the respondents agreed to hire a professional cleaner and agreed that the property and appliances would be in a clean condition, free and clear of all refuse and personal possessions. I find that by agreeing to hire a professional cleaner and that the property and appliances would be in a “clean condition”, the respondents agreed the property and appliances would be free of obvious defects, such as visible dust and dirt.
11. As mentioned, Ms. Chatlani says that the property was never professionally cleaned. She notes that the cleaning invoice the respondents rely on is dated July 28, 2021, 2 months prior to the purchase agreement’s possession date. The respondents say that they pre-paid for the cleaning services. However, the respondents have not specified when, if it all, the cleaning company they hired attended and professionally cleaned the property. The respondents also say that Ms. Chatlani refused to allow their cleaning company to come back and further clean the property. Ms. Chatlani says that the respondents’ cleaning company was not able to come and clean the property before her movers were scheduled to arrive. So, she says she had to hire a cleaning company that was available to clean the property on short notice. The respondents say that the cleaning company Ms. Chatlani hired was over-priced and undertook work over and above what was necessary.

12. In their submissions, the respondents say that they sympathize with Ms. Chatlani's dissatisfaction about the "obvious errors and omissions" by the cleaning company they hired. Based on this statement, I find the respondents admit that the property was not cleaned to the standard contemplated by the parties in the purchase agreement.
13. I further find the evidence does not establish that the cleaning company hired by the respondents actually attended at the property and undertook the professional cleaning contemplated in the parties' purchase agreement. The respondents' evidence includes a December 16, 2021 email from BP, a customer service representative from the respondents' cleaning company. In this email, BP refers to an appointment on September 29, 2021. However, there is no mention in the evidence of whether the cleaning company actually attended the property on that day, what was cleaned, or how much time was spent cleaning the property. Further, from the photographs in evidence it is clear that there was debris left behind in the fridge and freezer as well as in various drawers and cabinets. The bathroom cabinet was also visibly dusty from the outside, as was the dryer. The fridge and dishwasher had noticeable streaks on their doors. In one photograph, dirt and rocks were also visible on the property's floor. The photographs also show a shopping cart, trolley, shower curtain, toilet paper holder, toilet brush, and cleaning supplies left behind by the respondents, which they do not deny.
14. In short, I find the evidence establishes that the respondents breached the purchase agreement by failing to ensure that the property and appliances were in a clean condition, free and clear of all refuse and personal items at the time Ms. Chatlani took possession. I also find, contrary to the respondents' submissions, that it was not unreasonable for Ms. Chatlani to arrange for an alternative cleaning company to clean the property prior to her scheduled move-in date.
15. Ms. Chatlani provided an October 7, 2021 invoice for \$1,023.75 for cleaning fees. It is undisputed that Ms. Chatlani paid this amount for the cleaning services. It is also undisputed that the respondents' realtor gave Ms. Chatlani \$200 via electronic

transfer on September 30, 2021 to put towards the cost of additional cleaning services and that Ms. Chatlani has deducted this \$200 from the amount she seeks in this dispute. As mentioned, the respondents take issue with the scope of work itemized in the October 7, 2021 invoice as well as the invoice's amount. However, given my finding that the evidence does not establish the respondents had the property professionally cleaned, I find the scope of work appropriate and the invoice amount reasonable. So, I allow the \$823.75 Ms. Chatlani claims.

16. The *Court Order Interest Act* (COIA) applies to the CRT. Ms. Chatlani is entitled to pre-judgment interest on the \$823.75 from October 7, 2021, the date of the cleaning invoice, to the date of this decision. This equals \$3.21.
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. I find Ms. Chatlani is entitled to reimbursement of \$125 in CRT fees. Ms. Chatlani did not claim any dispute-related expenses.

ORDERS

18. Within 14 days of the date of this decision, I order the respondents to pay Ms. Chatlani a total of \$951.96, broken down as follows:
 - a. \$823.75 as reimbursement for cleaning fees,
 - b. \$3.21 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
19. Ms. Chatlani is entitled to post-judgment interest, as applicable.

20. 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. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Nav Shukla, Tribunal Member