



Civil Resolution Tribunal

Date Issued: October 12, 2022

File: SC-2022-001727

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Chan v. Imagine That Events*, 2022 BCCRT 1120

BETWEEN:

LAREINE KARINA CHAN

APPLICANT

AND:

IMAGINE THAT EVENTS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about a deposit for wedding services.
2. The applicant, Lareine Karina Chan, says she paid a \$1,000 deposit to the respondent, Imagine That Events (ITE), for wedding services. Ms. Chan says she postponed and eventually cancelled the wedding due to a death in her family. She

says ITE refunded her \$200 because the parties later agreed to reduced wedding services totaling only \$800. Ms. Chan says ITE refused to refund the remaining balance of the paid deposit when she cancelled the wedding. Ms. Chan claims reimbursement of \$800 for the paid deposit.

3. ITE says Ms. Chan was verbally told the deposit was non-refundable, and this was later confirmed in writing. ITE says it held Ms. Chan's original August 28, 2021 wedding date for her and allowed Ms. Chan to apply her paid deposit to another date. ITE says Ms. Chan is not entitled to any refund of the paid deposit.
4. Ms. Chan is self-represented. ITE is represented by one of its owners.

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 in this dispute is whether Ms. Chan is entitled to a refund of a \$800 deposit for cancelled wedding services.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, as the applicant Ms. Chan must prove her claims on a balance of probabilities (meaning more likely than not). I have read all the parties' submissions and evidence but refer only to what I find relevant to provide context for my decision.
11. There is no formal written contract in evidence. However, the evidence shows the parties initially agreed to wedding services totaling \$2,175.60 for an August 28, 2021 wedding, with a 50% deposit required to confirm the booking. This is reflected in an invoice emailed to Ms. Chan before any services were provided, with a request for a 50% deposit. I find this "invoice" was a quote for the wedding services to be provided. I also find Ms. Chan agreed to pay a 50% deposit to confirm the booking. It is undisputed that Ms. Chan paid ITE a \$1,000 deposit in April 2021.
12. Between April and June 2021, the parties renegotiated the services included in ITE's wedding services package. On June 13, 2021, the parties agreed to reduced wedding services totaling \$798.42. At that time, ITE advised that it would refund the excess portion of the \$1,000 deposit (\$200) after the August 28, 2021 wedding.
13. On July 11, 2021, Ms. Chan emailed ITE and said a family member was unwell and she was postponing the wedding. Ms. Chan asked what ITE's cancellation policies were in that situation. In a response the same day, ITE said the deposit was non-refundable, but could be transferred to a future date. ITE also said it would refund the

\$200 that it was going to refund after the August 28, 2021 wedding in any event. On July 13, 2021, Ms. Chan confirmed that she would contact ITE once a new date was set. Significantly, she did not raise any issues or concerns about ITE's cancellation policies, including the stated non-refundable deposit, at that time. I will return to this evidence below.

14. On July 20, 2021, ITE refunded Ms. Chan \$200.
15. Several months later, on November 30, 2021, Ms. Chan emailed ITE and said she was cancelling the wedding due to a family member's passing. Ms. Chan said she wanted a refund of the remaining \$800 deposit because ITE's invoices did not indicate that deposits were non-refundable.
16. I agree that ITE's invoices did not state that the deposit was non-refundable. However, what matters is whether the parties' agreed the deposit was non-refundable when they agreed to the wedding services. ITE says it verbally told Ms. Chan the 50% deposit was non-refundable when the parties first agreed to the wedding services. Ms. Chan disputes this. However, as discussed above, Ms. Chan did not dispute the non-refundable deposit when ITE confirmed it in writing on July 11, 2021. This evidence supports a finding that Ms. Chan was already aware of, and had agreed to, the non-refundable deposit. I find this evidence supports ITE's submissions on this issue. I find Ms. Chan likely was advised of, and agreed to, a non-refundable 50% deposit when the parties first agreed to the wedding services in April 2021.
17. Further, it is undisputed that ITE advised Ms. Chan in writing that a 50% deposit was required to "confirm the booking" at the time the parties agreed to the August 28, 2021 wedding services. Ms. Chan agreed and paid the 50% deposit. This is supported by emails in evidence. I find this means the deposit was a "true deposit". My further reasons follow.
18. In law, a true deposit is designed to motivate contracting parties to carry out their bargains. A buyer who repudiates the contract generally forfeits the deposit. An example of repudiation is when a party refuses to purchase what was bargained for.

In contrast, a partial payment is made with the intention of completing a transaction, such as with a down payment to cover work to be done or materials to be purchased under the contract. For a seller to keep a partial payment, the seller must prove actual loss to justify keeping the money received. See *Tang v. Zhang*, 2013 BCCA 52 at paragraph 30.

19. I find Ms. Chan paid ITE the \$1,000 as a true deposit as its purpose was to hold Ms. Chan's August 28, 2021 wedding date in ITE's calendar to ensure its availability. It is undisputed that ITE was available and willing to fulfill its wedding services under the parties' contract for Ms. Chan's August 28, 2021 wedding date. Further, as noted, when Ms. Chan sought to postpone her wedding date in July 2021, ITE confirmed in writing that the deposit was non-refundable, and Ms. Chan did not raise any concerns or suggest that the deposit should be returned at that time. This also supports a finding that the deposit was a "true deposit".
20. It is also undisputed that Ms. Chan decided to cancel the wedding due to a family member's passing. Therefore, I find that Ms. Chan repudiated or cancelled the parties' contract, and so she forfeited her 50% deposit.
21. As noted, the parties initially agreed to wedding services totaling \$2,175.60 with a 50% deposit required. Ms. Chan paid a \$1,000 deposit for approximately 50% of the services initially agreed to. The parties later agreed to reduced wedding services totaling only \$798.42. There is no evidence that the parties renegotiated the requirement for a 50% deposit. So, I find Ms. Chan was only required to pay a 50% deposit on the reduced wedding services totaling \$798.42. Therefore, I also find Ms. Chan is entitled to a refund of \$400.79 for the difference between the remaining balance of the paid deposit (\$800) and the 50% deposit required for the reduced wedding services (\$399.21).

Interest, fees, and dispute-related expenses

22. The *Court Order Interest Act* applies to the CRT. Ms. Chan is entitled to pre-judgment interest on the \$400.79 from June 13, 2021, the date the parties agreed to the

reduced wedding services, which I find is reasonable in the circumstances, to the date of this decision. This equals \$3.83.

23. 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. Here, Ms. Chan was only partially successful. So, I find she is entitled to reimbursement of \$75 for half her paid CRT fees.

24. Ms. Chan also claims \$76.15 in dispute-related expenses for a “name search”, registered mail and courier fees. However, Ms. Chan did not submit any evidence to support these claimed expenses, such as receipts or invoices. So, I make no order for expenses.

ORDERS

25. Within 30 days of the date of this order, I order ITE to pay Ms. Chan a total of \$479.62, broken down as follows:

- a. \$400.79 as reimbursement Ms. Chan’s deposit overpayment,
- b. \$3.83 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$75 in CRT fees.

26. Ms. Chan is entitled to post-judgment interest, as applicable. Ms. Chan’s remaining claims are dismissed.

27. 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.

Leah Volkers, Tribunal Member