



Civil Resolution Tribunal

Date Issued: December 30, 2022

File: SC-2022-002935

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Abiodun v. Nikoro (dba DJ Vinnie Bugatti)*, 2022 BCCRT 1371

B E T W E E N :

SAMUEL ABIODUN

APPLICANT

A N D :

VINCENT NIKORO (Doing Business As DJ VINNIE BUGATTI)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. The applicant, Samuel Abiodun, hired the respondent, Vincent Nikoro (dba DJ Vinnie Bugatti), to provide disc jockey (DJ) services at Mr. Abiodun's wedding. Mr. Abiodun says that Mr. Nikoro cancelled the contract a few days before the wedding. Mr. Abiodun claims reimbursement of the \$1,500 he says he paid Mr. Nikoro.

2. Mr. Nikoro acknowledges he cancelled the parties' agreement on short notice. However, Mr. Nikoro says that Mr. Abiodun initially agreed to accept another DJ arranged by Mr. Nikoro, but Mr. Abiodun later rejected the offer after Mr. Nikoro spent money to arrange the DJ. Mr. Nikoro says Mr. Abiodun accepted Mr. Nikoro's later offer to refund only \$800 of the amount paid, to offset Mr. Nikoro's expenses for attempting to arrange an alternate DJ.
3. Mr. Abiodun denies agreeing to another DJ or to a refund less than \$1,500.
4. Both parties are self-represented.

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.

PRELIMINARY ISSUES

9. In his submissions, Mr. Nikoro agrees to refund Mr. Abiodun \$800 as a refund for the cancelled DJ services. However, he also says that other clients cancelled contracts with Mr. Nikoro because Mr. Abiodun's family and friends posted alleged threats and defamatory statements on social media platforms. Mr. Nikoro says he will claim \$5,000 from Mr. Abiodun for the threats and loss of income. However, Mr. Nikoro did not file a counterclaim.
10. I also find I cannot consider whether any amount Mr. Nikoro owes to Mr. Abiodun should be offset by damages for the alleged defamation. First, contrary to Mr. Nikoro's submissions, the posts do not show that they were made by Mr. Abiodun's friends and family members. Second, the CRT has no jurisdiction (legal authority) over claims of defamation, libel or slander (see CRTA section 119(a)).

ISSUE

11. The issue in this dispute is whether Mr. Nikoro must refund Mr. Abiodun any of his paid deposit and, if so, how much?

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one the applicant Mr. Abiodun must prove his claim on a balance of probabilities (meaning "more likely than not"). I have read all the parties' submissions and weighed the evidence, but only refer to that which is relevant to explain my decision.
13. Mr. Abiodun provided a copy of the parties' agreement, dated April 21, 2021. The date, time, and venue of the location as well as the signature lines are blank.

However, the evidence shows Mr. Nikoro emailed that contract to Mr. Abiodun. Further, the contract refers to DJ Vinnie Bugatti and Mr. Nikoro does not dispute that the parties agreed to the terms in that contract. So, I find it likely that the parties entered into an agreement with the same terms as the unsigned and only partially completed contract Mr. Abiodun submitted as evidence.

14. Mr. Abiodun says he booked Mr. Nikoro for an April 16, 2022 wedding. Mr. Nikoro does not dispute this date, which I find consistent with the below text messages, and so I accept it as true.
15. In an undated text message, Mr. Nikoro cancelled his DJ services for Mr. Abiodun's wedding. Mr. Nikoro wrote that he had secured another DJ (RS) for Mr. Abiodun's wedding. I find Mr. Nikoro sent the text on or before April 14, 2022, as that is the date of Mr. Abiodun's response.
16. In his response text at 12:06 pm on April 14, 2022, Mr. Abiodun asked Mr. Nikoro for the other DJ's number so he could speak with him directly. At 1:43 pm Mr. Abiodun texted Mr. Nikoro and asked for the "full refund" as he had found someone else. Mr. Abiodun asked Mr. Nikoro to "tell the guy we're not interested". Neither party provided any further text messages between them.
17. Mr. Nikoro says that Mr. Abiodun agreed to the alternate DJ Mr. Nikoro proposed. In support, Mr. Nikoro provided an undated text message sent to someone with a name similar to RS. Mr. Nikoro wrote "the guy wants you to come play for him still" and the response says 'no, no, too late, he canceled on me....". I do not accept that this message shows that Mr. Nikoro booked RS for Mr. Abiodun's wedding on April 16, 2022. I also do not find the message shows that Mr. Abiodun agreed to RS as a substitute or for Mr. Nikoro to provide a replacement DJ. Rather, I find it more likely that Mr. Abiodun did not agree to the replacement DJ, based on his April 14, 2022 text messages.
18. The unsigned agreement provided by Mr. Abiodun says that Mr. Nikoro may cancel the event with at least 2 to 3 weeks' notice. If Mr. Nikoro were to cancel, he must

provide a suitable replacement DJ, subject to Mr. Abiodun's written approval, or refund all monies paid by Mr. Abiodun, including the non-refundable deposit. As explained above, I find the parties likely agreed to the same terms as those set out in the unsigned agreement. So, given that I find Mr. Abiodun did not agree to the replacement DJ in writing, I find Mr. Nikoro must refund Mr. Abiodun all monies paid, as per the parties' agreement.

19. Mr. Abiodun's banking records show he paid Mr. Nikoro \$500 on December 8 and \$200 on December 30, 2021. I further find Mr. Abiodun paid the final \$800 on March 18, 2022, for a total of \$1,500. So, I find Mr. Nikoro must refund Mr. Abiodun \$1,500.
20. As noted above, Mr. Nikoro says that Mr. Abiodun agreed to accept only an \$800 refund, rather than a full \$1,500 refund because Mr. Nikoro spent money to secure the alternate DJ. Mr. Abiodun denies this. Mr. Nikoro provided no supporting details such as how and when Mr. Abiodun communicated his agreement to an \$800 refund. Neither did Mr. Nikoro provide any supporting evidence such as text messages. Further, this is inconsistent with Mr. Abiodun's April 14, 2022 text message, asking Mr. Nikoro for a full refund. On balance, I find Mr. Abiodun did not agree to accept an \$800 refund rather than the full \$1,500.
21. Mr. Nikoro also says the refund should be reduced by the amount he spent on equipment rental and the alternate DJ's flight and hotel accommodation. I disagree because the parties' agreement does not consider reducing any refund due to these expenses. Further, as explained above, I find Mr. Abiodun did not agree to the alternate DJ. So, I find Mr. Nikoro is not entitled to offset Mr. Abiodun's contractual refund by any amount Mr. Nikoro says he spent on the alternate DJ Mr. Abiodun did not agree to.
22. Both parties made submissions and provided evidence about contrary reasons for Mr. Nikoro's cancellation. I find the reason Mr. Nikoro cancelled the event is not relevant to whether he must refund Mr. Abiodun's deposit and so I make no findings about why Mr. Nikoro cancelled the parties' agreement.

23. In summary, I find Mr. Nikoro must refund Mr. Abiodun the full \$1,500 paid.
24. The *Court Order Interest Act* applies to the CRT. I find Mr. Abiodun is entitled to pre-judgment interest on the \$1,500 from the April 14, 2022 presumed cancellation date to the date of this decision. This equals \$14.23.
25. 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 Mr. Abiodun was successful in this dispute, I find he is entitled to reimbursement of \$125 he paid in CRT fees. He claimed no dispute-related expenses.

ORDERS

26. Within 14 days of the date of this order, I order Mr. Nikoro to pay Mr. Abiodun a total of \$1,639.23, broken down as follows:
 - a. \$1,500 as a refund for DJ services payments,
 - b. \$14.23 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
27. The applicant is entitled to post-judgment interest, as applicable.
28. 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.

Sherelle Goodwin, Tribunal Member

