



# Civil Resolution Tribunal

Date Issued: October 18, 2023

File: SC-2022-008606

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hopkins v. Waters*, 2023 BCCRT 886

BETWEEN:

MEGAN JOSEPHINE HOPKINS and RYAN ALEXANDER FELTHAM

**APPLICANTS**

AND:

NICHOLAS WATERS

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Peter Mennie

## INTRODUCTION

1. This is a dispute about wedding catering. The applicants, Megan Hopkins and Ryan Feltham, say they hired the respondent, Nicholas Waters, to provide catering for their wedding. The applicants say they received poor service and have asked for a \$4,149.66 refund.

2. The respondent says that the applicants' deposit is non-refundable under their contract.
3. All 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.
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.

## **ISSUE**

7. The issue in this dispute is whether the respondent must refund the applicants \$4,149.66.

## **EVIDENCE AND ANALYSIS**

8. In a civil proceeding like this one, the applicants must prove their claim on a balance of probabilities. This means more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
9. The applicants say they hired the respondent to cater their wedding on June 25, 2022. They say the respondent failed to perform the services outlined in their contract to an acceptable standard. They point to multiple issues including undercooked and cold food, delayed and missing courses, and poor service from catering staff. The applicants say they are entitled to a refund for services the respondent failed to provide.
10. A longstanding principle in law is that a corporation is a separate legal entity that can enter into contracts, independent from its shareholders, officers, or employees. I find it clear from the evidence submitted that the applicants contracted with the respondent's corporation, Toque Catering Inc. (Toque), and not the respondent personally. While the parties' contract is not in evidence, the applicants are seeking a refund from an invoice issued by Toque. Toque also appears in the respondent's email signature which lists him as the executive chef and director of the corporation.
11. I asked the parties for further submissions on this issue. The respondent has not provided current contact information so he could not provide further submissions. The applicants admit that they hired Toque rather than the respondent. As the applicants contracted with Toque, I find the applicants have no legal right to claim a refund under the contract from the respondent. So, I must dismiss the applicants' claim on this basis.
12. I make no findings about whether Toque is liable to the applicants for the poor service they received at their wedding. Nothing in this decision prevents the applicants from filing a claim against Toque, subject to any applicable limitation period.

13. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As the applicants were unsuccessful, I find they are not entitled to reimbursement of CRT fees. The parties did not claim any specific dispute-related expenses.

## **ORDER**

14. I dismiss the applicants' claim and this dispute.

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Peter Mennie, Tribunal Member