



Civil Resolution Tribunal

Date Issued: December 22, 2023

File: SC-2023-005650

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Morrison v. Scheiris*, 2023 BCCRT 1135

B E T W E E N :

ANN MAY MORRISON

APPLICANT

A N D :

SANDY SCHEIRIS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alison Wake

INTRODUCTION

1. This dispute is about a renovation contract. Ann May Morrison says she paid Sandy Scheiris¹ a down payment for cabin renovations. Ms. Morrison says that she cancelled the contract before the renovations began and Sandy Scheiris refunded only 80% of her down payment, but that she is entitled to a full refund. Ms. Morrison claims \$2,500 for the balance of the down payment.

2. Sandy Scheiris says that Ms. Morrison is not entitled to a further refund because they incurred labour costs, and the down payment is non-refundable. Sandy Scheiris also says that they are not a party to the renovation contract.
3. Both 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 decide this dispute based on the documentary evidence and submissions before me.

ISSUES

6. The issue in this dispute is whether Sandy Scheiris must pay Ms. Morrison \$2,500 for the balance of her renovation down payment.

EVIDENCE AND ANALYSIS

7. In a civil proceeding like this one, as the applicant, Ms. Morrison must prove her claims on a balance of probabilities (meaning more likely than not). While I have read all the parties' submitted evidence and arguments, I have only referred to those necessary to explain my decision.

8. Ms. Morrison says that in September, 2022, she hired Sandy Scheiris to perform renovations on her cabin in the spring of 2023. She paid a down payment of \$12,421.31, which was 50% of the contract's value.
9. Ms. Morrison emailed Sandy Scheiris to cancel the renovations in April 2023, before work had begun on her cabin. As noted, she claims a refund of the \$2,500 balance of her down payment.
10. Sandy Scheiris argues that they are not a party to the contract personally, and that Ms. Morrison contracted with a company, Smith & Sons, instead. In any event, Sandy Scheiris says Ms. Morrison is not entitled to a further refund, because her payments are non-refundable under the contract.
11. Both parties submitted copies of the contract, which is dated September 14, 2022. The parties to the contract are Ms. Morrison as the client and "Lake Country, Smith & Sons Remodelling Experts (1328806 BC LTD. Group of Companies)" as the contractor.
12. A corporation is a distinct legal entity, separate from its directors, shareholders, officers, or employees. I find it is clear from the contract that Ms. Morrison contracted with 1328806 BC Ltd, which I find is a corporation doing business as Smith & Sons, and not Sandy Scheiris personally. While Sandy Scheiris signed the contract on behalf of Smith & Sons, I find it is clear they did so only as a representative of Smith & Sons and not in their personal capacity.
13. Ms. Morrison says that she paid the down payment to Sandy Scheiris, but provided no evidence of this, such as a copy of a cheque or an e-transfer receipt. Under the contract, Ms. Morrison was required to pay the contract price to Smith & Sons, not to Sandy Scheiris. I find it unproven that Ms. Morrison paid the down payment to Sandy Scheiris personally.
14. In summary, I find Sandy Scheiris is not personally liable for their company's obligations under the contract with the applicant, and I dismiss this dispute.

15. Nothing in this decision prevents Ms. Morrison from filing a claim against Smith and Sons, subject to any applicable limitation period.

CRT FEES AND EXPENSES

16. 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 Ms. Morrison was unsuccessful, I find she is not entitled to reimbursement of her CRT fees. Sandy Scheiris did not pay any fees, and neither party claimed dispute-related expenses.

ORDER

17. I dismiss Ms. Morrison's claims and this dispute.

Alison Wake, Tribunal Member

ⁱ The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure that the CRT respectfully addresses them throughout the process, including in published decisions. Sandy Scheiris did not provide their title or pronouns, so I will refer to them by their full name and with gender neutral pronouns throughout this decision, intending no disrespect.