



Civil Resolution Tribunal

Date Issued: March 5, 2024

File: SC-2023-002939

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dai v. Standout Education Centre Ltd.*, 2024 BCCRT 221

BETWEEN:

YUXIU DAI

APPLICANT

AND:

STANDOUT EDUCATION CENTRE LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alison Wake

INTRODUCTION

1. Yuxiu Dai enrolled her three children in art classes offered by Standout Education Centre Ltd. (Standout). Ms. Dai says that Standout's classes were inadequate, so she decided to remove her children from them. She claims a refund of \$1,155 for the unused classes. Ms. Dai is self-represented.

2. Standout says Ms. Dai did not inform it that she was dissatisfied with the classes and it is not required to refund her. However, Standout says it will refund Ms. Dai's fees if she admits that she made unfounded and false claims about its services. Standout is represented by an employee.

JURISDICTION AND PROCEDURE

3. 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). CRTA section 2 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
4. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Neither party requested an oral hearing, and I find that I am properly able to assess and weigh the documentary evidence and submissions before me. So, 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.
5. CRTA section 42 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.
6. Where permitted by CRTA section 118, 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

7. The issue in this dispute is whether Standout must refund Ms. Dai \$1,155 for unused classes.

EVIDENCE AND ANALYSIS

8. As the applicant in this civil proceeding, Ms. Dai must prove her claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
9. Some of the parties' evidence is not in English, but they have included translations of it. Neither party disputes the accuracy of the translations, so I accept them as accurate and have relied on the translated evidence, where relevant.

Background

10. The background facts are undisputed. In August 2022, Ms. Dai enrolled her children into art lessons at Standout. The classes were \$35 each, with 12 classes in each session. Ms. Dai enrolled each of her three children into two 12-week sessions. Ms. Dai paid a total of \$2,520 for the lessons.
11. In November 2022, Ms. Dai asked to suspend the lessons. Standout says, and Ms. Dai does not dispute, that Ms. Dai said that this was because she was uncomfortable with driving in the evenings when it was dark. Standout agreed to pause the lessons until the spring.
12. In February 2023, Standout contacted Ms. Dai and asked whether she would like to resume the lessons. Ms. Dai responded that her children were too busy with other homework, and that they would not be coming to class anymore. Standout says that it offered to move the lessons to a more convenient time, but that Ms. Dai refused and demanded a refund for the outstanding lessons.

The Business Practices and Consumer Protection Act (BPCPA)

13. The parties did not discuss the BPCPA in their submissions. In previous CRT decisions, tribunal members have declined to seek submissions on the BPCPA from parties where they did not raise it, because the key facts were undisputed and the

BPCPA's relevant sections are mandatory.¹ While other CRT decisions are not binding on me, I agree with this reasoning, and I apply it here. It is undisputed that the applicant cancelled the contract, and the applicable BPCPA provisions discussed below are mandatory. So, I did not ask the parties for submissions on the BPCPA.

14. BPCPA section 17 says a "future performance contract" is a contract between a supplier and a consumer for the supply of goods or services, which are not supplied or not paid for in full at the time the contract is made.
15. I find Standout is a "supplier" under the BPCPA because it is in the business of providing classes, and it participated in a consumer transaction by supplying these services to Ms. Dai, a consumer.
16. I find the parties' contract was a future performance contract because Standout was not required to supply the classes when the parties entered into the contract in August 2022. Instead, Standout was to provide the classes on unspecified future dates.
17. BCPCA sections 19 and 23 requires that a future performance contract contain specific information, including the supplier's name, address, and telephone number, the date on which the contract is entered into, a detailed description of the goods or services to be supplied, an itemized purchase price for the goods or services, the total contract price, the supply date, and the date on which the supply of the goods or services will be complete.
18. BCPCA section 23(5) says that if a future performance contract does not contain the required information, the consumer may cancel the contract within one year. BPCPA section 27 says that once a contract is cancelled, the supplier must fully refund the consumer within 15 days after the cancellation.
19. Here, the parties did not have a formal written contract. While some of their text messages in evidence contain the contract's essential terms, such as the price of

¹ See, for example, *Ashcroft Window Coverings Ltd. v. Mohammed*, 2022 BCCTR 125, *M.J. Drapery and Blind Ltd. v. Sharma*, 2021 BCCRT 245, and *Mottahed v. Lorenzo Joseph Paul Andre Vezina (Doing Business As Lorenzo Vezina Renovation)*, 2020 BCCRT 225.

each lesson, they do not include all the information required by the BPCPA. Specifically, the messages do not include the supplier's address, a detailed description of the services, the total contract price, or the date on which the supply will be complete.

20. Because the parties' contract does not meet the BPCPA requirements, I find Ms. Dai was entitled to cancel it within one year. BPCPA section 54 requires that the consumer communicate the cancellation, and a reason for it, to the supplier. I find Ms. Dai's February 21, 2023 message, indicating that her children will not be returning to Standout's lessons because they were too busy, communicated her intention to cancel the contract. Since this message was within one year of August 2022, when the contract was formed, I find Ms. Dai's cancellation was valid under the BPCPA.
21. As noted, in the event of a cancellation, the BPCPA requires the supplier to fully refund the consumer for the contract within 15 days. Standout undisputedly has not done so. While Ms. Dai paid \$2,520 under her contract with Standout, I find her refund request is limited to the \$1,155 that she claimed in her Dispute Notice. I order Standout to refund Ms. Dai this amount.

CRT FEES, EXPENSES, AND INTEREST

22. The *Court Order Interest Act* applies to the CRT. Ms. Dai is entitled to pre-judgment interest on the \$1,155 from March 8, 2023, which is 15 days after she cancelled the contract, to the date of this decision. This equals \$55.71.
23. Under CRTA section 49 and the CRT Rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I find Ms. Dai is entitled to reimbursement of \$125 in CRT fees. Ms. Dai did not claim dispute-related expenses.
24. Standout claims \$333.84 in dispute-related expenses for professional translation services. As noted, generally only successful parties are entitled to reimbursement of dispute-related expenses. However, in this dispute I relied on Standout's translated

evidence to find that Ms. Dai validly cancelled the contract. So, I find it is appropriate for the parties to bear the translation cost equally. Half of the translation cost equals \$166.92. For convenience, rather than ordering Ms. Dai to pay Standout this amount, I have deducted it from the \$1,155 refund Standout owes Ms. Dai in my order below.

ORDERS

25. Within 21 days of this decision, I order Standout to pay Ms. Dai a total of \$1,168.79, broken down as follows:
 - a. \$988.08 in debt,
 - b. \$55.71 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
26. Ms. Dai is entitled to post-judgment interest, as applicable.
27. This is a validated decision and order. Under CRTA section 58.1, 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.

Alison Wake, Tribunal Member