



# Civil Resolution Tribunal

Date Issued: March 12, 2024

File: SC-2023-003685

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Deo v. Frontier Cloth House Limited*, 2024 BCCRT 253

BETWEEN:

INDERDEEP DEO

**APPLICANT**

AND:

FRONTIER CLOTH HOUSE LIMITED

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Alison Wake

## INTRODUCTION

1. Inderdeep Deo ordered a custom wedding outfit from Frontier Cloth House Limited. Ms. Deo says Frontier did not deliver the outfit on time. She claims a refund of \$3,790. Ms. Deo represents herself.

2. Frontier says that it had the outfit ready before Ms. Deo's wedding, but that she did not pick it up. It denies owing her a refund. Frontier is represented by an employee or principal.

## **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. In some respects, the parties in this dispute call into question the credibility, or truthfulness, of the other. However, 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. 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.
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 court.
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 Frontier must refund Ms. Deo \$3,790 for her wedding outfit.

## EVIDENCE AND ANALYSIS

8. As the applicant in this civil proceeding, Ms. Deo 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. Ms. Deo ordered a custom hand-embroidered wedding outfit from Frontier in January 2022. I infer from the parties' submissions that Frontier then ordered the custom outfit from a vendor in India.
10. Ms. Deo says she paid \$1,800 in cash and \$2,290 on her credit card for the wedding outfit. This totals \$4,090, which is \$300 more than the \$3,790 Ms. Deo claims in this dispute. A handwritten receipt in evidence shows that Ms. Deo paid \$2,290 on her credit card, but the cash amount appears to say \$1,500 instead of \$1,800. I find this is more likely, given this would total the claimed \$3,790. In any event, I find Ms. Deo's claim is limited to the \$3,790 claimed in the Dispute Notice.
11. Ms. Deo says that when she went to pick up her outfit in April 2022, there were several problems with it. She says the skirt was too long, the top was too large, and the colours were wrong. She says Frontier agreed to order a new outfit, but it did not arrive in time, so she purchased a new one from a different vendor.
12. In contrast, Frontier says Ms. Deo did not try the outfit on until May 2022. It acknowledges that the first outfit's skirt and sleeves were too long, but says that Ms. Deo originally agreed that Frontier would alter the first outfit to correct these issues. It says Ms. Deo only asked for a second outfit in June 2022, and that it warned her that the second outfit may not arrive in time. In any event, Frontier says the second outfit arrived before Ms. Deo's wedding on July 15, 2022.
13. I infer that Ms. Deo argues that Frontier breached the parties' contract. Neither party provided a written contract in evidence, so I find the parties' contract was verbal. Verbal contracts are enforceable, but it can be more difficult to prove their terms.

14. Here, the parties undisputedly had a contract for Frontier to provide a wedding outfit to Ms. Deo. They also undisputedly agreed that Frontier would provide a second outfit, due to the first outfit's flaws. However, the agreed timeline for the second outfit's delivery is in dispute.
15. Ms. Deo says that Frontier told her the second outfit would arrive in early June. She says this was important because she needed time to order custom matching jewelry and accessories for the outfit before the wedding. She says Frontier is aware of these traditions and timelines because it works in the Indian wedding industry.
16. In contrast, Frontier says Ms. Deo did not ask it to order the second outfit until the first week of June. In support of this, Frontier provided witness statements from two of its employees in evidence. In their statements, both employees say that Ms. Deo originally agreed to have Frontier complete alterations on the first outfit, but later changed her mind. In submissions, Frontier says that it warned Ms. Deo that the delivery would be "extremely tight" and that it would arrive right before her wedding, which she agreed to.
17. Faced with conflicting evidence from the parties about the agreed timeline, I must assess their credibility. Credibility is about whether a party is being fully truthful in their evidence. It may be assessed by comparing the parties' versions of events to other evidence like documents, photographs, or witness statements. I may also consider which version of events is more consistent with common human experience.
18. Here, I prefer Ms. Deo's description of the events as I find it is more consistent with the documentary evidence than Frontier's. First, Frontier submitted a handwritten document that it says it sent to the vendor on June 3, 2022, to reorder Ms. Deo's wedding outfit. On the document, Frontier says that the vendor made the wrong size of the top, and asks the vendor to check the sizing. Frontier does not explain why it would say this if it could have fixed the sizing issues with alterations, as it argues. Ms. Deo says that alterations to the first outfit would not have been possible, because it has an intricate design covering the fabric, including a border on the outer edge. From the photographs in evidence, I agree. Frontier did not explain how it could have

altered the first outfit to fix the sizing without damaging the design details. Further, Frontier provided no evidence that it started alterations on the first outfit, which it would likely have done if Ms. Deo had agreed to the alterations. Finally, Frontier's employees' statements lack specificity about when Ms. Deo allegedly changed her mind. On balance, I find it is more likely that Frontier agreed to reorder the outfit when Ms. Deo first tried it on, as Ms. Deo says.

19. The handwritten reorder document also says, "Ready by June 15". I find this supports Ms. Deo's position that Frontier told her that the second outfit would be ready in early June. Frontier does not explain why the document would say this if it had told Ms. Deo that the outfit would not be ready until just before her wedding. While her wedding date was July 15, 2022, Ms. Deo says, and Frontier does not dispute, that her traditional wedding festivities began on July 9, 2022. Given Ms. Deo's undisputed submission that for Indian weddings, brides will traditionally order jewelry and accessories after they receive their outfits, I find it unlikely that she would have agreed to a later delivery date.
20. So, I find the parties agreed that Frontier would reorder the outfit and that it would be ready by June 15, 2022. As the outfit undisputedly did not arrive until July 6, 2022, I find Frontier breached its contract with Ms. Deo.
21. Damages for breach of contract are intended to place the innocent party in the position they would be in if the contract had been carried out as agreed (see *Water's Edge Resort Ltd. v. Canada (Attorney General)*, 2015 BCCA 319 at paragraph 39). In this case, if Frontier had fulfilled the contract, it would have provided the new wedding outfit to Ms. Deo by June 15, 2022. While Ms. Deo says she paid \$4,722 to buy a new outfit, as noted above, her claim is limited to the \$3,790 refund she claimed in her Dispute Notice. I order Frontier to refund Ms. Deo this amount.

## INTEREST AND FEES

22. The *Court Order Interest Act* applies to the CRT. Ms. Deo is entitled to pre-judgment interest on the \$3,790 from June 15, 2022, the date of the breach, to the date of this decision. This equals \$250.31.
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 see no reason in this case not to follow that general rule. I find Ms. Deo is entitled to reimbursement of \$175 in CRT fees. Ms. Deo did not claim any dispute-related expenses.

## ORDERS

24. Within 21 days of this decision, I order Frontier to pay Ms. Deo a total of \$4,215.31, broken down as follows:
- a. \$3,790 in damages,
  - b. \$250.31 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$175 in CRT fees.
25. Ms. Deo is entitled to post-judgment interest, as applicable.
26. 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.

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Alison Wake, Tribunal Member