



# Civil Resolution Tribunal

Date Issued: March 12, 2024

File: SC-2022-008813

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Yurechko-Clements v. Tomkinson dba Branded Beauty Bar*, 2024 BCCRT  
248

B E T W E E N :

CHELSEA YURECHKO-CLEMENTS

**APPLICANT**

A N D :

CORRINE TOMKINSON (Doing Business As BRANDED BEAUTY  
BAR)

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Megan Stewart

## INTRODUCTION

1. This dispute is about a refund for a nail technician course.
2. Chelsea Yurechko-Clements enrolled in a beginner's gel nails course with Corrine Tomkinson (doing business as Branded Beauty Bar). Ms. Yurechko-Clements says

Ms. Tomkinson breached the parties' contract by failing to provide the course within a reasonable time and overcharging her. She claims \$5,000 for the course fee and out-of-pocket expenses she says she incurred to travel to and from in-person classes.

3. Ms. Tomkinson disputes Ms. Yurechko-Clements' claim. She says it was Ms. Yurechko-Clements who breached the contract by being late for the first class and failing to secure a reliable nail model for the second class. So, Ms. Tomkinson says she owes Ms. Yurechko-Clements nothing.
4. The parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

5. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states 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.
6. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me, without an oral hearing.
7. 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.
8. 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.
9. I was unable to open 1 piece of Ms. Yurechko-Clements' evidence. Through CRT staff, I asked her to resubmit it in an accessible format, which she did. Ms. Tomkinson

was offered the chance to comment on the resubmitted evidence, and she did. At the same time, Ms. Tomkinson submitted several pieces of late evidence, consisting of copies of documents previously submitted by Ms. Yurechko-Clements. Since I have already reviewed and considered these documents as part of Ms. Yurechko-Clements' evidence, I have not admitted the late evidence.

## **ISSUES**

10. The issues in this dispute are:
  - a. Did either party breach the contract?
  - b. If Ms. Tomkinson breached the contract, is Ms. Yurechko-Clements entitled to her claimed damages?

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, the applicant Ms. Yurechko-Clements must prove her claims on a balance of probabilities, meaning "more likely than not". I have read all the parties' submissions and evidence but refer only to information I find necessary to explain my decision.

### ***Background and timeline***

12. In October 2021, Ms. Yurechko-Clements paid Ms. Tomkinson \$4,000 for a beginner's gel nails course. Ms. Tomkinson told Ms. Yurechko-Clements the course would not start right away as she was waiting for another student to register, and Ms. Yurechko-Clements agreed to this. Ms. Tomkinson then scheduled the first class for early January 2022, on a date that suited Ms. Yurechko-Clements. However, family illness ended up preventing Ms. Yurechko-Clements from attending in January. Ms. Tomkinson told Ms. Yurechko-Clements she would put her on the next course.
13. In May 2022, Ms. Yurechko-Clements texted Ms. Tomkinson to ask about the course. Ms. Tomkinson said she was not sure when she would be offering another course as

she had a new job. She offered Ms. Yurechko-Clements a partial refund. After some back and forth, the parties agreed Ms. Yurechko-Clements would wait for the next course, though Ms. Tomkinson warned it could be a few months until another person signed up. Ms. Yurechko-Clements raised no objection to the possible delay. As it turned out, someone else registered for the course shortly after the parties' text conversation, and Ms. Tomkinson scheduled the first class for June 24. On June 23, Ms. Tomkinson texted Ms. Yurechko-Clements that she was sick and was unsure whether the class would go ahead the next day. Ultimately, it did not. Ms. Tomkinson rebooked the class for August 14, and it proceeded on that date.

14. Ms. Yurechko-Clements' second class was scheduled for September 11. That day, Ms. Yurechko-Clements' texted Ms. Tomkinson to say her nail model had cancelled, so she (Ms. Yurechko-Clements) would not be able to attend. Over the next few weeks, the parties texted back and forth about rescheduling the September 11 class. Their relationship deteriorated and appeared to break down. However, on October 15 Ms. Tomkinson emailed Ms. Yurechko-Clements, offering her the chance to "finish your schooling like any other student". Ms. Yurechko-Clements accepted this offer, and the parties rescheduled the second class for November 13. Text message evidence shows that on November 13, Ms. Tomkinson's friend advised Ms. Yurechko-Clements that Ms. Tomkinson was in the hospital awaiting surgery and would have to cancel the class. There is no evidence the parties communicated about completing the course again after that.

### ***The parties' contract and damages***

15. Ms. Yurechko-Clements says she did not receive a written contract from Ms. Tomkinson until Ms. Tomkinson emailed her on October 15, 2022. Ms. Tomkinson refers to the "paperwork" in some of the parties' earlier correspondence, and it is undisputed she read out the "education policies" at the start of the first in-person class on August 14. However, there is no evidence she sent Ms. Yurechko-Clements a written contract before October 15, 2022. So, I find that in October 2021 when Ms.

Yurechko-Clements paid Ms. Tomkinson \$4,000 for the course, the parties had a verbal agreement.

16. Like written contracts, verbal agreements are enforceable, but they can be more difficult to prove. Based on Ms. Yurechko-Clements' undisputed submissions and text message evidence, I infer that in October 2021, the parties agreed Ms. Tomkinson would provide at least 2 in-person instructional gel nails classes and online support, as well as the necessary equipment, including a gel nails kit. I find there was also an implied term that the course would be delivered within a reasonable period.
17. As described above, the parties each experienced unforeseen events that substantially delayed the course. While they discussed ending the agreement at different points, I find by continuing to reschedule the in-person classes, each party accepted the delays as reasonable in the circumstances, even though there was some suggestion they had gone on too long.
18. It was only in November 2022, after Ms. Tomkinson cancelled the November 13 class, that Ms. Yurechko-Clements took and maintained the position that the delay in delivering the course was unreasonable. I agree. While Ms. Tomkinson's November surgery seems unexpected, there is no evidence she made any effort afterwards to reschedule the second class. I find Ms. Tomkinson's failure to do so resulted in an unreasonable delay that breached the contract. I say this even though Ms. Yurechko-Clements acknowledges she accepted the written contract terms Ms. Tomkinson emailed her on October 15. This is because those terms were silent about delay, so I find the implied reasonable delivery term continued to apply.
19. Ms. Yurechko-Clements is entitled to damages for the breach. I find the appropriate measure of damages is the cost of the second in-person class. While Ms. Yurechko-Clements claims a full refund, I find she likely received some value from the first in-person class and online support Ms. Tomkinson delivered before the breach, as well as from the nails kit. So, I find a full refund is not warranted. On a judgment basis, I find Ms. Yurechko-Clements is entitled to \$500 for the second class.

20. Ms. Yurechko-Clements also claims for out-of-pocket expenses she says she unreasonably incurred when Ms. Tomkinson cancelled in-person classes at the last minute. However, Ms. Yurechko-Clements did not provide receipts showing expenses she incurred in connection with the November 13, 2022 class cancellation, which is when I found Ms. Tomkinson breached the contract. So, I find she is not entitled to any damages for this part of her claim.
21. I turn to the allegation of overcharging. Ms. Yurechko-Clements says Ms. Tomkinson's course was more expensive than any other gel nails course. She also says the kit a) was missing certain items, b) included items not approved for the industry's health and safety standards, and c) was stocked with cheaper alternatives to what had been promised.
22. Even if the course was relatively more expensive than other gel nails courses, I find this does not prove Ms. Tomkinson overcharged for it. As for the second part of the allegation, while Ms. Yurechko-Clements' kit was initially missing some items, it is undisputed she collected these shortly after the first in-person class. There is no documentary evidence any of the equipment failed to meet health and safety standards. Finally, Ms. Tomkinson does not deny she indicated Ms. Yurechko-Clements would be using "Fuzion" products, and some of the polish in the kit was not Fuzion brand. Ms. Yurechko-Clements provided receipts showing she purchased Fuzion polish, so I allow \$232.23 for that expense. I find it unproven that any other items in the kit were not Fuzion brand and that Ms. Yurechko-Clements incurred any expense to upgrade her equipment.

## **INTEREST, CRT FEES, AND EXPENSES**

23. The *Court Order Interest Act* applies to the CRT. Ms. Yurechko-Clements is entitled to pre-judgment interest on the \$500 from November 13, 2022 and on the \$232.23 from September 9, 2022, the receipt's date, both to the date of this decision. This equals \$44.31.

24. 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. Yurechko-Clements was partly successful, I find she is entitled to reimbursement of half her CRT fees, which is \$87.50. She also claims \$536 for lost wages during the CRT process, and \$688 for legal aid fees. I find Ms. Yurechko-Clements' claim for lost wages is essentially a claim for time-spent on this dispute, rather than a substantive claim. CRT Rule 9.5(5) says the CRT will not order one party to pay another for time spent dealing with the dispute unless there are extraordinary circumstances. Similarly, rule 9.5(3) says the CRT will not order reimbursement of lawyers' fees charged during the CRT process. I find there are no extraordinary circumstances here, so I dismiss Ms. Yurechko-Clements' claim for dispute-related expenses.

## **ORDERS**

25. Within 30 days of the date of this order, I order Ms. Tomkinson to pay Ms. Yurechko-Clements a total of \$864.04, broken down as follows:

- c. \$732.23 in damages for breach of contract,
- d. \$44.31 in pre-judgment interest under the *Court Order Interest Act*, and
- e. \$87.50 in CRT fees.

26. Ms. Yurechko-Clements is entitled to post-judgment interest, as applicable.

27. I dismiss the balance of Ms. Yurechko-Clements' claims.

28. This is a validated decision and order. 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.

---

Megan Stewart, Tribunal Member