



Civil Resolution Tribunal

Date Issued: March 20, 2024

File: SC-2023-003014

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Pennington (dba Creative Minds Child Care) v. Gannon*, 2024 BCCRT 289

BETWEEN:

KASSANDRA PENNINGTON (Doing Business As CREATIVE MINDS
CHILD CARE)

APPLICANT

AND:

KRYSTLE GANNON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about unpaid childcare fees. The respondent, Krystle Gannon, placed their two children, J and O, in childcare with the applicant, Kassandra Pennington (doing business as Creative Minds Child Care). After one day, the respondent withdrew their children. The applicant seeks \$2,027.50, which includes \$1,527.50 for

one month's childcare fees for both children, plus \$500 for "financial loss and inconvenience" because she was unable to fill the spots immediately.

2. The respondent says the applicant's care was inadequate, so they removed their children. They deny owing the applicant any money.
3. Both parties represent themselves.

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. In resolving disputes, the CRT must apply principles of law and fairness.
5. Section 39 of the CRTA says that 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. 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 that the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.
7. Where permitted by section 118 of the CRTA, 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

8. The issue in this dispute is to what extent, if any, the respondent owes the applicant the claimed \$2,027.50.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant must prove her claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision. I note the respondent did not provide any documentary evidence or submissions apart from those in the Dispute Response, despite the opportunity to do so.
10. In June 2022, the respondent messaged the applicant looking for childcare spaces for J and O. On July 3, 2022, the parties signed 2 contracts for childcare, one for each of the children. The contracts say there was a \$100 non-refundable registration fee per child, and that if the respondent withdrew a child without one month’s notice, the applicant would charge them for one month of care.
11. Notably, the contracts do not specify the monthly fees. However, the applicant provided an invoice for \$1,527.50, broken down as:
 - a. \$864.50 for July fees for O,
 - b. \$637 for July fees for J,
 - c. \$100 for J and O’s registration fees, discounted 50%, and
 - d. \$25 as a late fee, less
 - e. \$99 for a childcare fee reduction from the government.

12. The respondent does not dispute the rates charged for childcare, but instead argues they should not have to pay for the entire month. So, I find the applicant's childcare rates as set out in the invoice are what the parties agreed to.
13. As noted, J and O only attended 1 day of care in July 2022. Although the respondent made various brief allegations in the Dispute Response about the applicant's care on that day, they did not provide any further submissions or evidence in support. These allegations were based solely on what the respondent's 4-year-old child allegedly said, and are not consistent with text messages in evidence where the respondent said they decided the childcare was just "not the right fit" at that time. So, I find the respondent's allegations are unproven, and the respondent removed their children without notice.
14. The contract clearly states that if a child is removed without notice, the applicant will charge one month's fees. I find the applicant is entitled to the invoiced childcare fees for J and O and the registration fee, less the childcare fee reduction. I also find the applicant was entitled to charge the \$25 late fee as the respondent did not pay within 5 days, as agreed to in the signed contracts. So, I find the respondent must pay the applicant's full \$1,527.50 invoice.
15. As for the applicant's claim for \$500, she says she was unable to fill the spots for the rest of the summer, which resulted in a financial loss. There is no provision in the contracts that permits the applicant to charge fees for withdrawing a child beyond the one month I have already allowed. I dismiss this claim.
16. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$1,527.50, from July 8, 2022, which is 5 days after the invoice's date. This equals \$102.18.
17. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As the applicant was largely successful, I find the respondent must reimburse her \$125 in paid tribunal fees. She did not claim any dispute-related expenses.

ORDERS

18. Within 21 days of the date of this decision, I order the respondent to pay the applicant a total of \$1,754.68, broken down as follows:
- a. \$1,527.50 in debt,
 - b. \$102.18 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in tribunal fees.
19. The applicant is also entitled to post-judgment interest, as applicable.
20. 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.

Andrea Ritchie, Vice Chair