



Civil Resolution Tribunal

Date Issued: April 23, 2024

File: SC-2023-000346

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Risebrough v. Paladin Security Group Ltd.*, 2024 BCCRT 386

BETWEEN:

GUY DONALD RISEBROUGH

APPLICANT

AND:

PALADIN SECURITY GROUP LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. Guy Donald Risebrough sought employment with Paladin Security Group Ltd. After Mr. Risebrough participated in some mandatory training, Paladin determined he did not qualify for employment. Mr. Risebrough claims \$3,000 for “deception, aggravation and time wasted”. He represents himself.
2. Paladin agrees it offered Mr. Risebrough a job, conditional on his successful completion of Paladin’s required training courses. Paladin says Mr. Risebrough could

not successfully complete the training, so it did not move forward with the employment. Paladin says Mr. Risebrough's claims have no merit and asks that this dispute be dismissed. Paladin is represented by an authorized 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). 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.
4. 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. 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.
5. 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.
6. 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

7. The issue in this dispute is whether Mr. Risebrough is entitled to \$3,000 in compensation.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant Mr. Risebrough must prove his 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.
9. Mr. Risebrough says in early October 2022 he applied to work at Paladin, a company he had previously worked for. An October 13, 2022 letter from Paladin stated it was offering Mr. Risebrough an hourly position, conditional on Mr. Risebrough’s successful completion of any required training courses, among other things. Although Mr. Risebrough says he did not receive the October 13, 2022 letter, I find it is contained within a package of documents he does acknowledge receiving, and it bears his electronic signature. In any event, Mr. Risebrough does not say he was not bound by the conditions, instead he argues he met all the conditions of employment.
10. In contrast, Paladin says Mr. Risebrough failed to pass a mandatory Provincial Violence Prevention Curriculum (PVPC) course, so it could not employ him. As noted, it denies owing Mr. Risebrough any compensation.
11. Interestingly, Mr. Risebrough submitted a November 1, 2022 certification card that says he “successfully completed” the PVPC classroom module. Paladin does not explain this card given it says Mr. Risebrough was incapable of completing required security manoeuvres during the PVPC course. On the evidence before me, I find he did successfully complete the PVPC course.
12. However, that does not mean Paladin breached the employment contract. The October 13, 2022 letter further says that the first 3 months of employment is a probationary period, during which time Paladin could terminate Mr. Risebrough’s employment for any reason, without notice, pay, or any compensation. I find that Paladin effectively exercised its rights within the probationary period and terminated Mr. Risebrough’s employment as it determined he was not suitable for the work. While I acknowledge Mr. Risebrough’s frustration in investing time and energy into the

application and training process, I find he has not proven Paladin breached the employment agreement, or that he is otherwise entitled to compensation from Paladin. I dismiss his claims.

13. 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 Mr. Risebrough was unsuccessful, I dismiss his claim for reimbursement of tribunal fees. Paladin did not pay any tribunal fees or claim dispute-related expenses.

ORDER

14. Mr. Risebrough's claims, and this dispute, are dismissed.

Andrea Ritchie, Vice Chair