



# Civil Resolution Tribunal

Date Issued: June 3, 2024

File: SC-2022-009563

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dykstra v. Jasin Jia (doing business as AAA Blinds)*, 2024 BCCRT 503

B E T W E E N :

FRANK ERICK DYKSTRA and OLGA DYKSTRA

**APPLICANTS**

A N D :

JASIN JIA (Doing Business As AAA BLINDS)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Leah Volkers

## INTRODUCTION

1. Frank Erick Dykstra and Olga Dykstra say they contracted with Jasin Jia (doing business as AAA Blinds) to supply and install blinds in their apartment and paid a \$1,400 deposit. The Dykstras say Jasin Jia installed the wrong blinds. They ask for an order that Jasin Jia return their \$1,400 deposit, remove the wrong blinds and

reinstall the blinds that were in the apartment before. Alternatively, the Dykstras ask for an order that Jasin Jia install the right blinds before they pay the balance owing.

2. Jasin Jia disputes the Dykstras' claims. Jasin Jia says their company, AAA Decoration Articles Ltd. doing business as AAA Blinds (AAA Decoration) contracted with Ms. Dykstra, and says AAA Decoration installed the correct blinds.
3. The parties are self-represented.

## **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.
5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. I note the decision *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I decided to hear this dispute through written submissions.
6. Section 42 of the CRTA 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.
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.

## ISSUES

8. The issues in this dispute are:
  - a. Who were the parties to the contract?
  - b. Did AAA Blinds supply and install the wrong blinds?
  - c. If yes, what remedies are appropriate?

## EVIDENCE AND ANALYSIS

9. As the applicants in this civil proceeding, the Dykstras must prove their claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties' submissions and evidence but refer only to what I find necessary to explain my decision.

### ***Who were the parties to the contract?***

10. It is undisputed that the Dykstras hired "AAA Blinds" to supply and install blinds. The parties provided various copies of sales orders from AAA Blinds to Ms. Dykstra, one of which was signed by Ms. Dykstra and Jasin Jia. Ms. Dykstra undisputedly paid a \$1,400 cash deposit for the blinds on March 5, 2022.
11. As noted, Jasin Jia says the contract was between their company, AAA Decorations, and the Dykstras. So, was Jasin Jia a party to the contract in their personal capacity?
12. It is a well-established legal principle that if a person signs a contract as an agent for a corporation, they must advise the other party of that fact or risk being personally liable. See *Pageant Media Ltd. v. Piche*, 2013 BCCA 537, at paragraph 41. Again, to determine whether the person has met this obligation, the question is not what the parties actually believed, but what a reasonable person would believe in the circumstances. See *Pageant*, at paragraph 47.
13. Jasin Jia says AAA Decorations is known to all its customers as AAA Blinds. However, there is no evidence that Jasin Jia ever explicitly told the Dykstras this.

Further, the signed sales order in evidence refers to “AAA Blinds”, but there is no mention of “AAA Decorations” or anything indicating that AAA Blinds is a corporation and not Jasin Jia’s business name as a sole proprietor.

14. I find that the situation is similar to the BC Provincial Court case *Out West Windows v. Tilley*, 2014 BCPC 296. In that case, a contractor claimed that he contracted through his corporation. However, the purchase order only included his business’s operating name. It did not include “Ltd.” or any other indication it was a corporation. The court noted that section 27 of the *Business Corporations Act* says that a corporation must display its name on all of its contracts. While the court found that failing to include “Ltd.” or “Inc.” was not necessarily determinative, it found that in the absence of any explicit mention of the existence of a corporation meant that a reasonable person would understand that the contractor was operating as a sole proprietorship.
15. I reach the same conclusion here. I find that Jasin Jia did not reasonably communicate to the Dykstras that “AAA Blinds” was a corporation and not a sole proprietorship. I therefore find that Jasin Jia is a party to the contract in their personal capacity. With that, I turn to the merits of the Dykstras’ claims. For clarity, I will refer to Jasin Jia by their business name, AAA Blinds, for the remainder of this decision.

***Did AAA Blinds supply the wrong items?***

16. AAA Blinds says Ms. Dykstra selected the Dalin white light filtering blinds and decided to add blackout rollers as a second layer for 2 bedrooms. The parties submitted several versions of the sales orders. All of the sales orders submitted list “dalin white” dual shade blinds, with “163 white” blackout rollers in the 2 bedrooms. The only difference between the submitted sales orders are a change from “no covers” to “covers” on the blackout rollers in the 2 bedrooms.
17. Ms. Dykstra says AAA Blinds installed the wrong blinds. She says that she asked AAA Blinds to install “room shading/darkening” blinds. Ms. Dykstra says she did not receive any paperwork until after the installer installed the incorrect blinds. However,

Ms. Dykstra does not dispute that she selected the Dalin white blinds, with added blackout rollers in the 2 bedrooms.

18. I acknowledge Ms. Dykstra's submission that she asked AAA Blinds to make sure the blinds she ordered would be room shading/darkening blinds. However, Ms. Dykstra did not identify what blinds she says she instructed AAA Blinds to install, or say that she selected different blinds from those listed on the sales orders. Further, I find photographs of the installed blinds show they filter some light out. So, although Ms. Dykstra may have wanted the blinds to filter out more light, I find the evidence does not show the blinds installed were not room shading/darkening blinds. Finally, although Ms. Dykstra undisputedly added blackout blinds to 2 bedrooms, she did not say that she asked for blackout blinds in any other rooms.
19. I find the available evidence shows the parties agreed that AAA Blinds would install the blinds as specified in the sales orders. On the evidence before me, I am not satisfied that the blinds installed were different than those selected by Ms. Dykstra and listed in the sales orders. So, I find it unproven that AAA Blinds breached the contract by installing the wrong blinds. Therefore, I find it is unnecessary to address any of the Dykstras' claimed remedies, and I dismiss their claims.
20. Finally, I note that in AAA Blinds' dispute response they indicated that the work was completed and the Dykstras should pay AAA Blinds the \$2,160 outstanding balance immediately. However, AAA Blinds did not file a counterclaim and so I make no findings about any alleged outstanding amounts owing for the installed blinds.

### ***CRT fees and expenses***

21. 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 the Dykstras are unsuccessful, I dismiss their fee claim and their claim for other alleged dispute-related expenses. AAA Blinds did not pay any CRT fees or claim any dispute-related expenses.

## **ORDER**

22. I dismiss the Dykstras' claims and this dispute.

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Leah Volkers, Tribunal Member