



# Civil Resolution Tribunal

Date Issued: June 4, 2024

File: SC-2023-004961

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Beatty v. Raw Canvas and Co Ltd.*, 2024 BCCRT 506

B E T W E E N :

LEANNE LOUISE BEATTY

**APPLICANT**

A N D :

RAW CANVAS AND CO LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Leah Volkers

## INTRODUCTION

1. This dispute is about a prepaid laser package Leanne Louise Beatty purchased from Raw Canvas and Co Ltd. (Raw Canvas). Mrs. Beatty says when she attempted to book the laser service, she was told the package had already expired. She says Raw Canvas briefly extended the package's expiry date, but she was unable to book

during that time. Mrs. Beatty says she has not received the laser service she paid for. She seeks a \$1,575 refund.

2. Raw Canvas says Mrs. Beatty was made aware of the expiry date when she purchased the package, and says it is not responsible to provide a refund for an expired service.
3. Mrs. Beatty is self-represented. Raw Canvas is represented by its owner.

## **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. 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 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 whether Raw Canvas must refund Mrs. Beatty \$1,575 for the prepaid laser package.

## **EVIDENCE AND ANALYSIS**

9. As the applicant in this civil proceeding, Mrs. Beatty must prove her 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.
10. Mrs. Beatty undisputedly purchased a prepaid "Halo Full Face and Forever Young" facial laser package from Raw Canvas at its Halo Event on October 28, 2021. Raw Canvas emailed Mrs. Beatty a receipt the same day that shows Mrs. Beatty paid \$1,575 for the package.
11. Mrs. Beatty says she divides her time between BC and another province where she operates a seasonal business. Mrs. Beatty says after returning to BC after her 2022 work season, she contacted Raw Canvas on November 1, 2022, to discuss the package. On November 2, 2022, Raw Canvas told Mrs. Beatty the package had expired on October 28, 2022. After some discussion between the parties, Raw Canvas told Mrs. Beatty it would extend the expiry date to November 28, 2022.
12. Mrs. Beatty says she tried to book before November 28, 2022, but there was little time to do so. Mrs. Beatty says she was out of the province after November 14, 2022, and says that the first availability shown online after Raw Canvas extended the expiry date was November 24, 2022. Raw Canvas disputes this and says it had availability between November 8, 2022, when it extended the expiry date, and November 14, 2022, when Mrs. Beatty left BC.
13. Emails between the parties in May 2023 show that Mrs. Beatty asked Raw Canvas to either refund her for the package or provide a credit towards product purchases. Raw Canvas refused to do either.

14. So, is Mrs. Beatty entitled to a refund for the prepaid package services she did not use by the alleged expiry date?
15. As noted, Raw Canvas says it sold the prepaid package with an expiry date, and says since the package has expired it is not responsible to provide a refund. Raw Canvas says that it was entitled to include an expiry date on its package. As noted, Mrs. Beatty says Raw Canvas did not advise her of any expiry date when she purchased the package.
16. Under section 56.2 of the *Business Practices and Consumer Protection Act* (BPCPA) and section 2 of the *Prepaid Purchase Cards Regulation* (Regulation), a prepaid purchase card sold for a specific good or service can be sold with an expiry date. So, I find Raw Canvas was entitled sell the prepaid package with an expiry date. However, that does not end the matter. Under BPCPA section 56.4 and section 4 of the Regulation, Raw Canvas was required to provide the expiry date, among other information, to Mrs. Beatty at the time she purchased the package in a manner likely to bring the expiry date to Mrs. Beatty's attention.
17. Here, I find Raw Canvas has not shown it communicated the package's alleged expiry date to Mrs. Beatty when she purchased the package, or at any time before the package allegedly initially expired on October 28, 2022. Raw Canvas says the alleged expiry date was communicated at its October 28, 2021 event, which Mrs. Beatty denies. However, Raw Canvas did not explain how this was communicated to event attendees or provide any documentary evidence in support of this allegation. Although Raw Canvas emailed Mrs. Beatty the package's receipt on October 28, 2021, neither the email nor the receipt itself listed any expiry date. The only documentary evidence of the alleged expiry date is a November 2, 2022 email where Raw Canvas told Mrs. Beatty that the package had already expired on October 28, 2022. Without more, I find that Raw Canvas has not shown it sold the prepaid package with an expiry date, or communicated the alleged expiry date to Mrs. Beatty.
18. Under BPCPA section 56.2, a prepaid purchase card sold without an expiry date is valid until fully redeemed or replaced. Therefore, the package is still valid. However,

Mrs. Beatty did not ask for an order that Raw Canvas provide the package service it sold to her. Further, as discussed above, Raw Canvas maintains that the package expired on November 28, 2022, and has refused to provide Mrs. Beatty with the prepaid services since that time. I find that in refusing to provide the prepaid laser package services after November 28, 2022, Raw Canvas breached the parties' agreement for Raw Canvas to provide those prepaid services in exchange for payment. So, I find Mrs. Beatty is entitled a refund of the \$1,575 she prepaid for the package services.

19. I note that both parties also refer to a "no show" fee that Raw Canvas allegedly placed on Mrs. Beatty's Raw Canvas account for a different service in 2021. There is no evidence that Mrs. Beatty paid the alleged no-show fee, and Raw Canvas did not counterclaim it. Although the alleged no show fee could be considered as a set-off, Raw Canvas did not provide documentary evidence to support this alleged no-show fee. So, I find Raw Canvas has not proved it is entitled to any set-off for the no-show fee.

### ***Interest, CRT fees and expenses***

20. The *Court Order Interest Act* applies to the CRT. Mrs. Beatty is entitled to pre-judgment interest on the \$1,575 award from November 28, 2022, the date Raw Canvas refused to provide the package services, to the date of this decision. This equals \$111.56.
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. I find Mrs. Beatty is entitled to reimbursement of \$125 in paid CRT fees and \$22.72 in dispute-related expenses for registered mail costs. Raw Canvas did not pay any CRT or claim any dispute-related expenses.

## ORDERS

22. Within 30 days of the date of this order, I order Raw Canvas to pay Mrs. Beatty a total of \$1,834.28, broken down as follows:
- a. \$1,575 as reimbursement for the prepaid laser package,
  - b. \$111.56 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$147.72, for \$125 in CRT fees and \$22.72 for dispute-related expenses.
23. Mrs. Beatty is entitled to post-judgment interest, as applicable.
24. 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.

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Leah Volkers, Tribunal Member