



Civil Resolution Tribunal

Date Issued: June 13, 2024

File: SC-2023-006664

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Foundations Safety and First Aid Training Ltd v. Dorward*, 2024 BCCRT
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B E T W E E N :

FOUNDATIONS SAFETY AND FIRST AID TRAINING LTD.

APPLICANT

A N D :

KRISTY DORWARD

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. This is a dispute about an unpaid invoice. The applicant, Foundations Safety and First Aid Training Ltd. (Foundations) says the respondent, Kristy Dorward, took a course it offered and refused to pay. Foundations seeks an order that Mrs. Dorward pay it \$2,229.40.

2. Mrs. Dorward says she should not have to pay as Foundations did not give her the opportunity to complete the requirements to become certified as an instructor, which she says was part of the course.
3. Foundations is represented by its director. Mrs. Dorward is represented by a family member who is not a lawyer.
4. For the reasons that follow, I find Mrs. Dorward owes Foundations for the course.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.
7. 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 a court of law.
8. 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

9. The issue in this dispute is whether Mrs. Dorward owes Foundations for the course's cost.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Foundations as the applicant must prove its claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. The parties agree that:
 - a. Mrs. Dorward enrolled to take a Canadian Red Cross First Aid Instructor course arranged by and paid for by Foundations.
 - b. The cost for that course was \$1,102.50.
 - c. The in-person dates of the course were in September 2022.
 - d. Mrs. Dorward attended and completed the course.
 - e. Mrs. Dorward has not made any payment toward the course's cost.
12. Foundations states that Mrs. Dorward was to attend the course, and then would be eligible to be employed as an instructor by Foundations, and the course fee would be deducted from her wages.
13. Mrs. Dorward provided an email with a 2022 Independent Contractor Agreement attached. The email says that Mrs. Dorward would get an invoice with the course instructor fee, and "we deduct a little from each pay period" until the course is paid in full.
14. The contract is for Mrs. Dorward's employment by Foundations. I find it is not relevant that the contract is unsigned, as her employment with Foundations is not an issue in

this dispute. However, the contract provides at paragraph C that any courses taken as further education, which are initially paid for by Foundations, will have deductions taken from each pay period until paid in full within 6 months, and unpaid invoices will result in legal action.

15. I find that Mrs. Dorward received the email and the contract prior to the course starting. She was aware that Foundations would initially pay for the course, and that she would be responsible to reimburse Foundations for the course fees, either within 6 months by deductions from her pay, or otherwise after 6 months.
16. Foundations invoiced Mrs. Dorward \$1,102.50 for the course. The invoice is dated September 1, 2022.
17. Mrs. Dorward says that she should not have to pay for the course, as she did not become certified as a Canadian Red Cross Instructor.
18. Foundations says the practicum or teaching experience (TE) was not included with the course but confirms that it is necessary in order to be certified. The course instructor sent an email to Mrs. Dorward dated August 26, 2022 which included a document with instructions for the course. This document includes that the final day of the course is September 25, and that she will need to complete a TE before she can be certified as a First Aid and CPR Instructor. It does not say whether Foundations will or will not provide the TE as a part of the course.
19. Foundations also provided a witness statement by email from the course instructor concerning the TE. The instructor says he did not say tell students that the TE was included with the course, but he did tell the class that the students would need to complete the TE within one year of course completion.
20. Mrs. Dorward does not deny receiving the emails or information from Foundations and the instructor.

21. As Foundations agreed to provide the course, I find it was an implied term that Foundations would give students the opportunity to complete the TE. Foundations was not obligated to ensure completion of the course, or certification.
22. Foundations claims that it is the responsibility of the student to arrange a TE. They also say they made multiple offers for dates for the TE, which Mrs. Dorward denies.
23. Both Foundations and Mrs. Dorward provided text messages between Foundations and Mrs. Dorward. In the text messages:
 - a. Foundations offered TE opportunities on a number of occasions, including September 30, October 2, November 6 and 23, and December 2022, February 16, and March 1, 2023,
 - b. Mrs. Dorward responded at separate times that she was in school, had mid-terms, had a lot going on, and had final exams,
 - c. In early March, Mrs. Dorward texted three or four times that she wanted to plan the TE, and was directed to check the website for course dates,
 - d. Mrs. Dorward told Foundations that she was not able to do any weekends “coming up” and Foundations said to see the website for dates. I infer that available opportunities were on its website.
24. In her submissions, Mrs. Dorward states that she was not available to attend a TE from September 2022 to mid-April 2023.
25. The evidence shows Foundations offered Mrs. Dorward opportunities to complete TE within the required time. Mrs. Dorward did not complete the TE because she was not available at any of the offered times. I find that Foundations gave Mrs. Dorward opportunity to complete the TE.
26. However, nothing turns on this, because I find Mrs. Dorward acknowledged the outstanding invoice for the course in February 2023 text messages between the

parties. She said she had no problem paying for the charges, but would not be paying for the interest, and she should be able to pay in full by the middle of March 2023.

27. Given these text messages, I find Mrs. Dorward agreed to pay Foundations for the cost of the course but did not do so. Further, Mrs. Dorward states in the Dispute Response that she has always agreed to pay the original amount of \$1,102.50 for the course.
28. Foundations claims \$2,229.40 in the Dispute Notice, however it does not explain how it arrived at that amount. Therefore, I find Mrs. Dorward must pay Foundations \$1,102.50 for the cost of the course.

Interest

29. Mrs. Dorward says she should not have to pay interest because she did not agree to it. Foundations first mentioned interest in the invoice in January or February 2023. As stated in *N.B.C. Mechanical Inc. v. A.H. Lundberg Equipment Ltd.*, 1999 BCCA 775, “a right to charge interest cannot be based simply on a unilateral assertion in an invoice”.
30. The *Court Order Interest Act* applies to the CRT, and Foundations is entitled to pre-judgment interest on the debt. I find Foundations is entitled to pre-judgment interest on the \$1,102.50 debt from March 1, 2023, after the six-month period set out in the agreement between Foundations and Mrs. Dorward. This equals \$69.83.
31. 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 see no reason in this case not to follow that general rule.
32. Foundations claims \$125 for reimbursement of CRT fees, and dispute-related expenses of \$270 for time and \$55 for administrative costs. Foundations has provided no evidence related to the time and no proof of payment for administrative costs, and I dismiss these claims.
33. I find Foundations is entitled to reimbursement of \$125 in CRT fees.

ORDERS

34. Within 30 days of the date of this order, I order Mrs. Dorward to pay Foundations a total of \$1,297.33, broken down as follows:
- a. \$1,102.50 in debt,
 - b. \$69.83 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 for CRT fees.
35. Foundations is entitled to post-judgment interest, as applicable.
36. 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.

Deanna Rivers, Tribunal Member