



Civil Resolution Tribunal

Date Issued: June 13, 2024

File: SC-2023-005579

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Discount Carpet and Flooring Ltd. v. Braxton*, 2024 BCCRT 539

B E T W E E N :

DISCOUNT CARPET AND FLOORING LTD.

APPLICANT

A N D :

SHERRY BRAXTON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Jeffrey Drozdiak

INTRODUCTION

1. This is a dispute about an agreement to create a website. The applicant, Discount Carpet and Flooring Ltd. (Discount), hired the respondent, Sherry Braxton, to create frescofloors.com. Discount says Ms. Braxton took too long and created an insufficient and unprofessional website. Discount seeks a refund of \$5,000 that it allegedly paid Ms. Braxton to create the website.

2. Ms. Braxton says any delays and issues with the website were Discount's fault. She generally denies that Discount should get a refund.
3. Discount is represented by one of its directors. Ms. Braxton represents herself.
4. For the reasons that follow, I dismiss Discount's claims and this dispute.

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.
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 court.
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 Discount should receive a \$5,000 refund from Ms. Braxton?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Discount, as the applicant, must prove its claims on a balance of probabilities (meaning “more likely than not”). Discount did not provide any evidence or submissions to support its claims even though CRT staff followed up with it multiple times. So, I have reviewed the Dispute Notice, Dispute Response, and Ms. Braxton’s evidence and submissions. I refer only to the evidence and argument that I find relevant to provide context for my decision.
11. In the Dispute Notice, Discount says on September 1, 2021, it paid Ms. Braxton \$5,000 to create frescofloors.com. Discount alleges Ms. Braxton should have created the website within one month of receiving payment but took one year. Discount says Ms. Braxton created an insufficient and unprofessional website. Discount also alleges Ms. Braxton did not provide a password. I infer this means Ms. Braxton did not transfer the website’s control to Discount.
12. Ms. Braxton provided a copy of her September 1, 2021 invoice to Discount. The invoice refers to creating a website for Discount’s commercial division and totals \$5,000. The invoice included a general description of services, I find the invoice did not include any specific service terms Discount could rely on, such as an obligation to create the website by a certain deadline. I note that Ms. Braxton says this invoice was for a different website. I find nothing turns on this given my conclusion.
13. Ms. Braxton provided other evidence and submissions. They generally show that Ms. Braxton performed various tasks associated with building a website for Discount. I find I do not need to discuss Ms. Braxton’s evidence or her arguments in any detail. I say this because Discount’s failure to provide any evidence beyond the Dispute Notice means it has failed to prove every aspect of its claim. For example, there is no evidence showing:
 - a. Discount paid \$5,000 to Ms. Braxton to create frescofloors.com, as opposed to another website as Ms. Braxton alleges,

- b. Ms. Braxton agreed to complete the website in one month or by any other date,
- c. Ms. Braxton did not provide the website's password,
- d. The website was deficient, and
- e. Ms. Braxton otherwise breached the parties' agreement.

So, I find Discount has failed to prove its claims and I dismiss its refund claim.

14. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Discount was unsuccessful, I dismiss its claim for reimbursement of CRT fees. Ms. Braxton is the successful party. She paid no CRT fees and claims no dispute-related expenses, so I award no reimbursement.

ORDER

15. I dismiss the applicant's claims and this dispute.

Jeffrey Drozdiak, Tribunal Member