



Civil Resolution Tribunal

Date Issued: June 25, 2024

File: SC-2023-005310

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Gauthier v. Andrea DeGroot (doing business as Bippity Boppity Boo Cleaning)*, 2024 BCCRT 595

B E T W E E N :

ISABELLE GAUTHIER

APPLICANT

A N D :

ANDREA DEGROOT (Doing Business As BIPPITY BOPPITY BOO
CLEANING)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. Isabelle Gauthier hired Andrea DeGroot (doing business as Bippity Boppity Boo Cleaning) (Bippity) to clean her home. Ms. Gauthier says one of Bippity's cleaners

damaged her fridge doors while cleaning them. Ms. Gauthier claims \$2,413.13 to replace 2 fridge doors.

2. Bippity does not dispute that one of its cleaners scratched Ms. Gauthier's fridge while cleaning it. However, Bippity says only 1 door was damaged. Bippity says it agrees to replace 1 of the doors, but not both.
3. The parties are each 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. 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.

Claim amount

8. After this dispute was before me for adjudication, it came to my attention that Ms. Gauthier had asked CRT staff to increase her claim amount from \$1,911.23 to \$2,413.13 because the quote for the replacement fridge doors had changed since she submitted her application for dispute resolution. Ms. Gauthier was mistakenly advised by CRT staff that it was unnecessary to amend her Dispute Notice to reflect the increased claim amount. Although the quote itself was submitted in evidence, Bippity was not otherwise advised of the increased claim amount. Given this CRT error, I directed CRT staff to amend Ms. Gauthier's Dispute Notice to reflect the increased claim amount as she had previously requested. Bippity was provided with the amended Dispute Notice. Bippity was also given the opportunity to file an amended Dispute Response and provide submissions and evidence on the increased claim amount, but did not do so. As Bippity has now been advised of the increased claim amount and had the opportunity to provide submissions and evidence, I find it is not procedurally unfair to consider Ms. Gauthier's increased claim amount, and I have done so.

ISSUE

9. The issue in this dispute is whether Bippity's cleaner damaged Ms. Gauthier's fridge, and if so, must Bippity pay Ms. Gauthier \$2,413.13 for the repairs.

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Ms. Gauthier 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. Bippity provided a Dispute Response, but did not provide any further submissions or evidence despite the opportunity to do so.
11. Ms. Gauthier says Bippity's cleaner harshly scratched her fridge doors while cleaning them. As noted, Bippity does not dispute that its cleaner scratched Ms. Gauthier's

fridge, but says the damage was limited to one door. Bippity says its cleaner slid a magnet around while cleaning on one side of the fridge which left scratches, but the magnet was not on both doors. However, Bippity did not provide a statement from its cleaner to support this and did not identify which of the two doors its cleaner damaged.

12. Ms. Gauthier provided photographs and videos of the fridge, which I find show obvious and similar scratches on both fridge doors. Ms. Gauthier also provided emails where Bippity said its cleaner “slid the fridge magnets” and “did not pick up [Ms. Gauthier’s] magnets”. I find these emails support a finding that there was likely more than one magnet on the fridge doors. Given this, and the photos of the damage on both doors, I find Bippity’s cleaner likely damaged both fridge doors.
13. The parties’ emails show that Bippity initially offered to try to repair the fridge scratches with a scratch kit. Ms. Gauthier says Bippity sent another cleaner to try to remove the scratches, but it did not work. Ms. Gauthier says Bippity offered to try another alternative to fix the door, but did not do so. None of this is disputed.
14. As noted above, Bippity says it agreed to replace the one fridge door it allegedly damaged. So I find Bippity does not dispute at least one fridge door must be replaced as a result of the damage, and cannot be repaired. Bippity did not provide evidence or submissions that the damaged fridge doors can be repaired rather than replaced.
15. Ms. Gauthier claims the full cost to replace both fridge doors. Ms. Gauthier submitted a November 10, 2023 estimate for the replacement fridge doors, totaling \$2,413.13. The estimate includes charges for parts, as well as a service call fee, labour, travel time and freight. The parts, labour, service call fee and freight charges do not appear obviously unreasonable. However, the travel time charge is \$302.40. An email from the appliance store to Ms. Gauthier says the travel time is quoted at \$1.20 per kilometer for a 254-kilometer round trip, and the quote is from an appliance store in a different city. Ms. Gauthier did not explain why she is unable to obtain replacement doors from a local appliance store in the city she lives in. So, I find she has not shown

the \$302.40 travel charge is reasonable or necessary. After removing the travel charge, the quote totals \$2,110.73. I find Bippity must pay Ms. Gauthier this amount.

Interest, CRT fees and expenses

16. The *Court Order Interest Act* applies to the CRT. However, there is no evidence Ms. Gauthier has paid any money to replace the damaged fridge doors to date, so I order no interest.
17. 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 Ms. Gauthier was largely successful, I find she is entitled to reimbursement of \$125 in CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

18. Within 30 days of the date of this order, I order Bippity to pay Ms. Gauthier a total of \$2,235.73, broken down as follows:
 - a. \$2,110.73 in damages,
 - b. \$125 CRT fees.
19. Ms. Gauthier is entitled to post-judgment interest, as applicable.
20. 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.

Leah Volkens, Tribunal Member

