



# Civil Resolution Tribunal

Date Issued: July 19, 2024

File: SC-2023-005805

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cope v. Rutgers*, 2024 BCCRT 698

BETWEEN:

VERNA COPE

**APPLICANT**

AND:

CATHERINE BROWN, Executor of the Estate of PIETER RUTGERS,  
Deceased

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. The applicant, Verna Cope, hired Pieter Rutgers to build custom furniture for her. Mr. Rutgers passed away before completing the furniture, so the named respondent in this dispute is Pieter Rutgers' spouse, Catherine Brown, who is the executor of his estate. When I refer to the respondent throughout the remainder of this decision, I am referring to Pieter Rutgers.

2. The applicant seeks \$694.39 for a replacement mirror for the one she says the respondent damaged, and \$198.91 as reimbursement for van rental costs and fuel she paid to deliver the mirror to the respondent. Catherine Brown denies the respondent owes the applicant any money.
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. In resolving disputes, the CRT must apply principles of law and fairness.
5. Section 39 of the CRTA says that 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 that 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 the respondent owes the applicant for an allegedly damaged mirror and delivery costs.

## EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant must prove her claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. In August 2022, the applicant hired the respondent to build her 2 dressers and a mirror stand. The respondent initially quoted \$6,550 plus tax. The parties made some changes, and the total final estimate was \$6,770 plus tax. The applicant paid a \$2,300 deposit.
11. The initial quote included \$500 for the respondent to source a mirror and build a frame for it. However, the applicant found a secondhand mirror and proposed using that. The respondent agreed and gave the applicant a \$200 credit on the final estimate for providing the mirror herself.
12. The applicant rented a van to deliver the mirror from a thrift shop to the respondent’s shop, as it would not fit in her small car. The respondent removed the mirror from its existing frame, in order to build its custom frame to match the other custom furniture. In an August 9, 2022 email, the applicant acknowledged that the mirror’s existing frame would be of no use “to her furniture”. Nowhere in the parties’ email correspondence does the applicant say she wanted to otherwise keep the mirror’s original frame.
13. Unfortunately, the respondent passed away before he finished the furniture. After his death, his spouse returned the applicant’s \$2,300 deposit and returned the mirror, without its frame. Catherine Brown says the frame is still in the respondent’s shop, but the applicant did not want it back.
14. As noted, the applicant is suing for the cost of delivering the mirror to the respondent’s shop and the cost of a replacement mirror. She argues that the frame is damaged because the respondent removed the mirror from it, so the mirror is of no value to her. She wants a full replacement mirror.

15. First, I find there was no agreement between the parties that the respondent was responsible for the applicant's delivery costs. The respondent was initially going to source a mirror himself, but the applicant chose to find one herself. The respondent offered the applicant a discount for this, which she accepted. I find the respondent is not obligated to reimburse the applicant for her delivery costs.
16. Next, the mirror. While the applicant says the mirror has no value to her, I disagree. The applicant states she was still interested in having the custom furniture built by someone else. I find the work the respondent completed in removing the mirror from its frame will benefit the applicant's future furniture build. I also put significant weight on the applicant's August 9, 2022 email where she acknowledged the frame would be no use to her, and that she refused to have the frame returned to her after the respondent's death. I find she is not entitled to damages for the mirror.
17. Further, although the applicant claims \$694.39 for a brand new mirror, it is undisputed she bought the mirror secondhand. She does not say what she paid for the secondhand mirror. Since the mirror was pre-owned, I find its market value would be lower than its replacement value. However, nothing ultimately turns on this as I find the applicant is not entitled to any damages.
18. Given all the above, I dismiss the applicant's claims.
19. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. The applicant was not successful, so I dismiss her claim for reimbursement of tribunal fees. The respondent did not pay any fees or claim dispute-related expenses.

**ORDER**

20. The applicant's claims are dismissed.

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Andrea Ritchie, Vice Chair