



Civil Resolution Tribunal

Date Issued: September 5, 2024

File: SC-2023-008213

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Langlois v. Daul*, 2024 BCCRT 869

BETWEEN:

PATRICIA DEE LANGLOIS

APPLICANT

AND:

AMANDA DAUL

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr, Vice Chair

INTRODUCTION

1. When Patricia Dee Langlois's son got married, Amanda Daul bartended the wedding. Mrs. Langlois alleges that Ms. Daul was short on cash at the end of the night, failed to charge correct prices, and failed to clean the empties. Mrs. Langlois claims a total of \$738: \$400 for the cash shortage, \$288 for overcharging for non-alcoholic drinks, and \$50 for inconvenience.

2. Ms. Daul denies doing anything wrong. She says the wedding was disorganized and she did the best she could to comply with changing directions from the couple and wedding party. She also says that not many guests bought drinks, which is why there was less money at the end of the night than they all expected. Finally, she says that Mrs. Langlois had nothing to do with hiring her in the first place. She asks me to dismiss Mrs. Langlois's claims.
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 says 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. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I have considered the potential benefits of an oral hearing. Here, I am properly able to assess and weigh the documentary evidence and submissions before me. So, any potential benefit of an oral hearing is outweighed by the CRT's mandate to provide proportional and speedy dispute resolution. I find that an oral hearing is not necessary in the interests of justice.
6. CRTA section 42 says the CRT may accept as evidence any information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

ISSUES

7. The issues in this dispute are:

- a. Does Mrs. Langlois have standing to claim compensation from Ms. Daul?
- b. If so, did Ms. Daul breach the parties' contract?
- c. If so, how much does she owe Mrs. Langlois compensation?

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, Mrs. Langlois as the applicant must prove her claims on a balance of probabilities. This means more likely than not. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
9. This dispute is about Ms. Daul's bartending services at a wedding between Mrs. Langlois's son, K, and daughter-in-law, C, which took place in July 2023. Ms. Daul said in her Dispute Response that it was C who hired her, not Mrs. Langlois. She said she did not interact with or know who Mrs. Langlois was until the wedding day. Ms. Daul repeats in her submissions that she negotiated the agreement with the wedding couple, not Mrs. Langlois.
10. I find that by raising these issues, Ms. Daul essentially argues that Mrs. Langlois was not a party to the bartending contract. Privity of contract is a legal doctrine that says contracts cannot impose obligations or give rights to people who are not parties to the contract. In other words, only a party to a contract has standing, or the legal right, to sue another person for breaching the contract.
11. There is little evidence to suggest that anyone other than the wedding couple and Ms. Daul were parties to the contract. Ms. Daul and the couple had an in-person meeting in March 2023 to discuss details, and Mrs. Langlois was not there. The two e-transfers to Ms. Daul to secure her services were both from C. All the text messages up to the wedding day discussing the event and Ms. Daul's role in it were between Ms. Daul and C. On the wedding day, when Mrs. Langlois texted Ms. Daul about doing drink tickets instead of a cash bar, Ms. Daul texted K to remind him of the terms of their contract. It is only after the parties' relationship deteriorated and

Mrs. Langlois threatened legal action that K texted Ms. Daul alleging that even though he and C “dealt with you”, Mrs. Langlois was “the one who hired you”. Given that context, I place no weight on K’s unsupported assertion.

12. I recognize that Mrs. Langlois held the liquor license to the event, which Ms. Daul learned on the wedding day. Mrs. Langlois also says that she gave C the money to pay Ms. Daul and bought the liquor, although there is no evidence Ms. Daul knew this. I find that these facts show Mrs. Langlois helped C and K plan and pay for their wedding, but they do not prove that Mrs. Langlois was ultimately the one who hired Ms. Daul. Finally, she says that she “believed” they had a contract “by text”, but she did not text Ms. Daul until the day of the wedding.

13. On balance, I find that Mrs. Langlois was not a party to the contract with Ms. Daul. She therefore has no standing to make a claim for any alleged breach of contract. I dismiss her claim on that basis, and will not address her other allegations.

14. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mrs. Langlois was unsuccessful, so I dismiss her claim for CRT fees and dispute-related expenses. Ms. Daul did not claim any dispute-related expenses or pay any CRT fees.

ORDER

15. I dismiss Mrs. Langlois’s claims.

Eric Regehr, Vice Chair