



Civil Resolution Tribunal

Date Issued: September 6, 2024

File: SC-2023-007249

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Baron v. Else*, 2024 BCCRT 874

B E T W E E N :

SHANNON BARON

APPLICANT

A N D :

ADA ELSE and CRAIG EVANS

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. This dispute is about payment for catering services.
2. The applicant, Shannon Baron, says they provided wedding catering services for the respondents Ada Else and Craig Evans. The applicant says the respondents have not paid the final invoice. In their dispute notice, the applicant requested an

order for payment of \$1,769.60. In their later submission, they requested payment of \$988.81.

3. The respondents say the applicant's final invoice was higher than the quoted price. The respondent say they paid the final invoice in full, except for a \$1,500 rental fee they never agreed to.
4. The applicant is self-represented in this dispute. Ada Else represents the respondents.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These are the CRT's formal written reasons.
6. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

ISSUE

8. Do the respondents owe the applicant for catering services, and if so, how much?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant must prove their claims on a balance of probabilities. This means more likely than not. I have read all the parties' evidence and submissions, but refer only to what is necessary to explain my decision.
10. The parties agree that the applicant catered the respondents' wedding on July 8, 2023. The respondents paid a \$1,250 deposit before the event. The applicant's final invoice was for \$3,980.40 (balance after deducting the deposit).
11. The respondents disputed the invoice, saying there were charges they did not agree to. They paid \$2,460.40 on July 9, but refused to pay the remaining balance.
12. As noted above, the applicant initially requested payment of \$1,769.60. The applicant admits this amount was incorrect, and later in submissions said the applicants owed \$1,520, which is the difference between the invoiced amount and the respondents' payments.
13. In their submissions, the applicant clarified that in this dispute, they request that the CRT order the respondents to pay \$988.81. This is made up of \$838.81 for dish and equipment rentals, and a \$150 "onsite chef fee". Based on this submission, I find the applicant abandoned the portion of their claim above \$988.81. I will only address the \$988.81 in this decision.

\$150 Chef Fee

14. The applicant's invoice includes a \$150 onsite chef fee. The applicant says this amount is owed because the respondents requested a buffet dinner, which the applicant warned them would be expensive.
15. The applicant sent the respondents a quoted price for the catering services in a February 23, 2023 email. The email said that the cost would be \$40 per guest, for a "hot buffet" menu, as well as \$165 plus gratuity for 4 hours of "service staff".

16. The applicant's final invoice shows that they charged \$40 per guest, \$175 for 5 hours of service staff, \$150 for an onsite chef fee, and a \$318 gratuity.
17. I find there is nothing in the applicant's quoted price, or subsequent correspondence with the respondents, about a chef fee. As explained above, the quote included a service staff fee, which the applicant charged (at a higher amount than quoted), but no chef fee.
18. The applicant says the respondents must pay the chef fee because in a May 24, 2023 email, the applicant asked, "Would you like a full hot buffet set-up (very expensive) or just the food placed on the table?"
19. The respondents replied that they were "okay with the buffet style" and would prefer to allow everyone to help themselves.
20. The applicant argues that the respondents must pay the chef fee because they were warned that a buffet was "very expensive". I disagree. First, the original quote of \$40 per person was titled "Menu – Hot Buffet", and did not include a chef fee. So, I find it was reasonable for the respondents to assume that the price for a hot buffet was \$40 per plate, and included no additional chef fee. The applicant has not explained how the provided buffet was different from the hot buffet described in the February 23 quote.
21. Also, even when applicant wrote on May 24 that the buffet would be "very expensive", they did not say that the price would be different from that quoted on February 23, and did not say what the new price would be. Again, there is no mention of any additional chef fee.
22. For these reasons, I find the parties did not agree that the respondents would pay a \$150 chef fee. I dismiss this part of the applicant's claim.

\$838.81 for Rentals

23. The applicant says the respondents owe \$838.81 for rentals. The applicant provided an invoice from a rental company, showing that the applicant was charged \$838.81

for renting equipment such as plates, wine glasses, cutlery, napkins, and serving dishes. This amount includes a \$175 charge from the rental company for picking up the equipment after the event.

24. The respondents say that in the quote and the later correspondence, the applicant never mentioned any charge for the rentals, so they assumed it was part of the quoted price. The respondents say they never agreed to pay an additional amount for rentals, on top of the February 23 quote.
25. Again, I find the correspondence in evidence supports the respondents' position in this dispute. The February 23 quote does not specify any additional charges for rentals, and no rental fees or charges are mentioned in the subsequent email exchanges.
26. In the May 25 email, the applicant asked the respondents if they required any plates, napkins, or cutlery. The email does not say there would be any additional charges for these. On May 28, the respondents replied that they needed plates and cutlery, and asked if the applicant provided glasses, or if the respondents should order them.
27. The applicant replied on the same day, stating that the respondents should rent glasses themselves because "all the rental companies I use have no more rentals available." The applicant also wrote "I have cloth napkins and will...place on each seat for every guest." The email also said, "Plates will be by the buffet."
28. On May 30, the applicant wrote that they could order glassware and have it "delivered together." The respondents replied, "Just wine glasses for the table."
29. I find this correspondence shows that the respondents never agreed to pay for any equipment rentals, and that no charges or price were ever discussed. Again, based on the February 23 quote and the subsequent correspondence, I find it was reasonable for the respondents to assume that any rental fees were factored into the applicant's quoted price for catering the event. So, I find the parties' contract did not include any term that the respondents would pay rental fees. Specifically, I find

the applicant's quote did not mention additional fees for rentals, and the applicant did not raise this in subsequent emails, so is not entitled to any payment.

30. I also note that the rental invoice shows a \$77 charge for napkins, but in the May 28 email, the applicant wrote, "I have cloth napkins." So, it is not clear why the applicant rented them. The applicant did not expressly say they were renting any equipment except glassware. I find this also supports the conclusion that the respondents did not agree to pay any rental fees.

31. For these reasons, I dismiss the applicant's claim for rental fees.

32. 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 the applicant was unsuccessful, I dismiss their claim for reimbursement of CRT fees. The respondents were successful. They paid no CRT fees and claim no dispute-related expenses, so I order no reimbursement.

ORDER

33. I dismiss the applicant's claims.

Kate Campbell, Vice Chair