



Civil Resolution Tribunal

Date Issued: October 3, 2024

File: SC-2023-004181

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Gupta v. Western Cleaning Enterprise of B.C. One Ltd.*, 2024 BCCRT 986

B E T W E E N :

SUDHEER GUPTA

APPLICANT

A N D :

WESTERN CLEANING ENTERPRISE OF B.C. ONE LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about a damaged suit. The applicant, Sudheer Gupta, says the respondent drycleaner, Western Cleaning Enterprise of B.C. One Ltd. (Western Cleaning), damaged his suit during cleaning and later performed poor repairs. He claims \$1,006.88 in damages to replace his suit. Western Cleaning says this damage was not its fault, but the suit would have been in poor condition before it drycleaned the suit. It says it tried to repair the damage as a show of good faith.

Finally, even if Western Cleaning is responsible for the damage, it says Mr. Gupta's suit no longer has any value due to its age.

2. Mr. Gupta is self-represented. Western Cleaning is represented by an owner.

JURISDICTION AND PROCEDURE

3. 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.
4. Section 39 of the CRTA says the CRT has discretion to decide the hearing's format, 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. I also find there is no significant credibility issue between the parties. 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.
5. 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.
6. 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

7. The issue in this dispute is whether Mr. Gupta is entitled to compensation for his damaged suit.

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, Mr. Gupta must prove his claims on a balance of probabilities, meaning “more likely than not”. I have read all the parties’ submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
9. The parties agree that Fletchers Fabric cleaned Mr. Gupta’s suit in November 2022. Fletchers Fabric is a sole proprietorship owned by Western Cleaning, which means Western Cleaning assumes all Fletchers Fabric’s risks. Western Cleaning does not dispute that after it was cleaned, there was damage to the left rear pocket which was not there when Mr. Gupta dropped off the suit. The parties also agree Western Cleaning repaired the pants twice, but Mr. Gupta was unhappy with the results.

Law of bailment

10. A bailment is a temporary transfer of personal property from one person, a “bailor”, to another person, a “bailee”. The law of bailment applies to a wide range of commercial activities, including dry cleaning (see: in *Davis v. Henry Birk & Sons Ltd.*, 1982 CanLII 490 (BCCA) at paragraph 3). I find that both a bailment and a contractual relationship existed between the parties. Here, neither party provided any evidence of a contract or explicit terms that applied to their transaction.
11. Both courts and the CRT have found that a drycleaner, as a bailee for reward, has the burden to show it was not negligent in its handling of a customer’s goods (see: *Blais v. Brown*, 1992 CanLII 2717 (NBQB) and *Cassidy v. Bastien*, 2022 BCCRT 212). Although these decisions are not binding on me, I find they accurately set out the applicable law. So, I find Western Cleaning must show it took reasonable care and was not negligent in cleaning Mr. Gupta’s suit.
12. Here, Western Cleaning does not say what process was used to clean the suit, only that the suit’s fibers were likely already weakened through normal wear and tear when Mr. Gupta dropped it off. Western Cleaning also says the fibers could have been weakened from Mr. Gupta wearing the pants too tight or keeping a wallet in

the back pocket. I find this argument speculative, and Western Cleaning does not say how Mr. Gupta wearing a suit 5 times would leave the fibers so weakened. It has also provided no evidence of its standard of cleaning, and so I find it has not proven it wasn't negligent in cleaning Mr. Gupta's pants.

13. So, what is Mr. Gupta entitled to for damages?
14. While Western Cleaning referred to a "Fair Claims Guide" in its Dispute Response as evidence that a wool suit has a 4 year life expectancy, only a weblink was provided. CRT parties are told during the CRT process not to submit website links. So, I did not attempt to access the embedded link.
15. However, I accept that Mr. Gupta's suit was 4 years old, and that full replacement cost would result in betterment, which means Mr. Gupta would be in a better position than if his suit had been returned to him properly cleaned. Further, there is no evidence that Western Cleaning damaged Mr. Gupta's suit jacket, so I find the damage is restricted to the suit pants' back pocket.
16. I accept that Western Cleaning's first repairs were visually unappealing and noticeable to Mr. Gupta, and the second repairs made the pants too small. On a judgment basis, I allow \$150 in damages for Mr. Gupta's suit pants.
17. In submissions, Mr. Gupta also claims a refund for the cost of drycleaning, which he did not claim in his Dispute Notice. As this issue was not raised in the Dispute Notice, I find it is not properly before me, and I decline to make the requested order. In any event, though Mr. Gupta says there were "spots" on his suit jacket, he provided no supporting evidence of this, such as photos, so I find he still had the benefit of a cleaned suit.
18. The *Court Order Interest Act* applies to the CRT. Mr. Gupta is entitled to pre-judgment interest on the \$150 from November 29, 2022, the date of the invoice to the date of this decision. This equals \$13.11.

19. 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. I see no reason in this case not to follow that general rule. As Mr. Gupta was partially successful, I find he is entitled to reimbursement of \$67.50 in CRT fees, which is half of his paid CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

20. Within 30 days of the date of this order, I order Western Cleaning to pay Mr. Gupta a total of \$230.61, broken down as follows:

- a. \$150 in damages,
- b. \$13.11 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$67.50 in CRT fees.

21. Mr. Gupta is entitled to post-judgment interest, as applicable.

22. 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.

Amanda Binnie, Tribunal Member