Civil Resolution Tribunal

Date Issued: January 8, 2025

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wali v. Ekeocha (dba F.O.R.M. Basketball Academy)*, 2025 BCCRT 15

B E T W E E N :

AHMAD WALEED WALI

APPLICANT

A N D :

PAUL EKEOCHA (Doing Business As F.O.R.M. BASEKTBALL ACADEMY)

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Maria Montgomery

INTRODUCTION

1. This dispute is about fees for a basketball program. The applicant, Ahmad Waleed Wali, seeks a refund of $3,280 in fees paid to the respondent, Paul Ekeocha (doing business as F.O.R.M. Basketball Academy), for his son's participation in a basketball program. Mr. Wali says the program was not organized as promised. He

also seeks $328 for increased travel costs when he later added his son to an earlier planned family trip.

2. Paul Ekeocha[1] disagrees that Mr. Wali's son did not receive the benefit of the basketball program. They also say they offered a partial refund. I infer they ask that I dismiss this claim.

3. Both parties are 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 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. 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.

ISSUE

8. The issue in this dispute is whether Paul Ekeocha must refund Mr. Wali for basketball program fees or reimburse him for extra travel expenses.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Mr. Wali, as the applicant, must prove his claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the information I find relevant to provide context for my decision.

10. Mr. Wali says he paid $3,280 for a basketball program that included practices, games, and tournaments, as well as travel and accommodation for the tournaments. Mr. Wali says that the basketball program was to run from April to August 2023 and include weekly practices and games, as well as at least 9 tournaments. Mr. Wali says there was one tournament and no practices, games, or tournaments after May. He says that he added his son to family travel plans late when it became apparent that a promised tournament was not happening. He claims $328 for the increased flight cost.

11. Paul Ekeocha says that Mr. Wali's son attended the program, which included practices and games. They say that Mr. Wali's payments were late and he still owes fees. They provided a registration form completed by Mr. Wali's spouse, rather than Mr. Wali. I infer that Paul Ekeocha argues that Mr. Wali does not have standing to bring this dispute.

12. For a contract to exist, there must be an offer and an acceptance of the offer. A binding contract requires a "meeting of the minds" on all essential terms. The test for determining whether the parties had a meeting of the minds is an objective one, requiring a consideration of the outward expressions of the parties' intentions.[2] Mr. Wali provides two emails from F.O.R.M. basketball staff. I find that these emails provided the terms of the parties' contract to which Mr. Wali indicated his

acceptance when he sent payment. So, I find that Mr. Wali is a party to the contract with Paul Ekeocha and he has standing to bring this dispute.

13. The first email is dated March 30, 2023. It provided the following details about the basketball program:

    a. Practices would be weekly until May when they would be twice per week.

    b. Exhibition games would be added to the schedule.

    c. The first tournament was April 28 to 30 in Seattle. A schedule for numerous tournaments was available through a link in the email.

    d. The team would fly to Toronto for a tournament July 21 to 23, followed by travel to a Las Vegas tournament.

14. The second email on April 4, 2023, revised the fees to a lower amount. The email provided two fee options: $1,862.50 without travel and accommodation or $3,280 with travel and accommodation included. The $3,280 fee could be paid in two installments with the first payment of $2,296 due on April 3, 2023. Mr. Wali provided evidence of an e-transfer indicating that he sent this payment on April 22. A second payment of $984 was due May 3, 2023. Mr. Wali sent an e-transfer payment on May 29.

15. Based on these emails, I find the parties agreed that in exchange for payment of the fees, Paul Ekeocha would provide a basketball program that included practices, games, and several out-of-town tournaments. Though the emails do not specify the program's duration, it is implied by the reference to tournaments that it would run from April to July. Mr. Wali paid the higher fee, so the parties' agreement included tournament travel and accommodation. While Mr. Wali's payments were late, Paul Ekeocha says they allowed Mr. Wali's son to participate in the program, including in a tournament in late May. So, I find that Paul Ekeocha accepted the late payments as an amendment to the parties' agreement.

16. From the evidence before me, I find that Paul Ekeocha did not provide the basketball program that was promised. Paul Ekeocha does not dispute that program participants attended only one tournament and that there were no further practices, tournaments, or games after May. In a letter to Mr. Wali, Paul Ekeocha blamed a communication breakdown for not being able to provide the experience Mr. Wali hoped for. So, I find that Mr. Wali is entitled to reimbursement of some of his paid basketball program fees. The evidence indicates the basketball program operated in April and May. So, I find that Mr. Wali is entitled to $931.25 or half of the $1,862.50 fee for practices, games and tournaments. As there were no out-of-town tournaments, I find Mr. Wali is entitled to the return of $1,417.50 in fees that were meant to cover tournament accommodation and travel.

17. I find Mr. Wali is not entitled to damages for increased flight costs of $328. Under the legal principle of remoteness, when a contract is breached, the respondent is not liable for losses that were not reasonably foreseeable when the contract was made.[3] There is no indication Paul Ekeocha should reasonably have known about Mr. Wali's travel arrangements. So, I find that the increased travel cost was not a reasonably foreseeable loss, even if Paul Ekeocha breached the parties' contract.

18. As Paul Ekeocha says that Mr. Wali is in arrears in fee payments, I considered whether a set-off was appropriate. A set off is a right between parties who owe each other money where their respective debts are mutually deducted, leaving the applicant to recover only the remaining balance. When a party alleges a set off, the burden of proving the set off is theirs, including proving what damages arise from the breach.[4] A letter sent by Paul Ekeocha to Mr. Wali on October 6, 2023, says Mr. Wali owes $131.76 in fees. However, Paul Ekeocha has not explained why Mr. Wali owes this amount. I note the March 30 and April 4 emails did not reference a further payment of $131.76. So, I make no finding about $131.76 in outstanding fees.

19. The *Court Order Interest Act* applies to the CRT. Mr. Wali is entitled to pre-judgment interest on the $2,348.75 in basketball fees from October 6, 2023, the date Paul Ekeocha declined his refund request, to the date of this decision. This equals $149.

20. 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. Wali was largely successful, I find Mr. Wali is entitled to reimbursement of $200 in CRT fees. Neither party claimed dispute-related expenses.

ORDERS

21. Within 30 days of the date of this decision, I order Paul Ekeocha to pay Mr. Wali a total of $2,697.75, broken down as follows:

    a. $2,348.75 as reimbursement for basketball fees,

    b. $149 in pre-judgment interest under the *Court Order Interest Act*, and

    c. $200 in CRT fees.

22. Mr. Wali is entitled to post-judgment interest, as applicable.

23. I dismiss Mr. Wali's remaining claims.

24. 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.

Maria Montgomery, Tribunal Member

[1] The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure that the CRT respectfully addresses them throughout the process, including in published decisions. Paul Ekeocha did not provide their title or pronouns, so I will refer to them by their full name and with gender neutral pronouns throughout this decision, intending no disrespect.
[2] See *Hodder Construction (1993) Ltd. v. Topolnisky*, 2021 BCSC 666, at paragraph 114.
[3] See *Al Boom Wooden Pallets Factory v. Jazz Forest Products (2004) Ltd.,* 2016 BCCA 268 at paragraphs 62 to 63 and 77 to 78.
[4] See *Wilson v. Fotsch*, 2010 BCCA 226 and *Dhothar v. Atwal*, 2009 BCSC 1203.