



# Civil Resolution Tribunal

Date Issued: January 10, 2025

File: SC-2023-008981

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Folino v. W.W. Catering Ltd.*, 2025 BCCRT 30

BETWEEN:

DANIEL FOLINO and MARIA VRINIOTIS

**APPLICANTS**

AND:

W.W. CATERING LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. The applicants, Daniel Folino and Maria Vriniotis, hired the respondent, W.W. Catering Ltd., which does business as Brock House Restaurant, to cater their wedding. The applicants say Brock House breached the parties' agreement by providing food that was of poor quality and inconsistently sized portions. The applicants also say Brock House's staff improperly consumed ice cream from a third

party vendor the applicants hired, costing the applicants money. The applicants seek a total of \$2,500. They are self-represented.

2. Brock House denies breaching the parties' agreement. It says the food was presented as agreed and that there was no agreement about portion size. Brock House acknowledges some of its staff consumed ice cream from the third party vendor, but says it provided the applicants with a \$500 goodwill discount to account for both the ice cream costs and the applicants' complaints about the food presentation. It denies the applicants are entitled to any further compensation. Brock House is represented by its Catering Manager.

## **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. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. No party requested an oral hearing, and I find I am able to make a decision on the written record before me. So, I decided to hear this dispute through written submissions.
5. 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.
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 Brock House breached the parties' agreement such that the applicants are entitled to \$2,500 in compensation.

## **EVIDENCE AND ANALYSIS**

8. In a civil claim such as this, the applicants must prove their 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.
9. On February 23, 2022, the parties signed an agreement for Brock House to host the applicants' wedding on May 13, 2023. The contract says that, among other things, Brock House would provide food to the wedding guests and vendors, based on a menu selected by the applicants.
10. On April 27, 2023, the parties finalized their wedding food and beverage order. The applicants selected a plated three course meal which included, among other things, a pear and arugula salad and pesto cream gnocchi as two appetizers and the guests' choice of steak, salmon, or chicken, for a main course. While the parties expected 180 guests plus 7 vendors at a price of \$148 per person, the applicants were ultimately charged for 167 guests plus 7 vendors.
11. The applicants make two main arguments. First, they say the salad and gnocchi courses were presented poorly and the portion sizes were incorrect, both of which were inconsistent with the parties' agreement. Second, they say Brock House's staff improperly consumed ice cream from the applicants' third party ice cream vendor, which the applicants had to pay for.
12. I will deal first with the catering. The applicants acknowledge there is nothing in the parties' agreement that provides for a specific presentation or portion size for the salad or gnocchi dishes. However, they say there were implied terms that the food was to be of the same quality and appearance as was provided to them at a tasting

in 2022, and that food served to each guest would be of the same quality and appearance. Implied terms are terms that parties did not necessarily consider or discuss, but are based on the parties' presumed intentions. I agree with the applicants that the above are reasonably implied terms in the parties' contract, and Brock House does not specifically disagree that they are. The next question is whether Brock House breached those implied terms.

13. Brock House says it did not. It says the photo provided by the applicants accurately reflects the salad it regularly serves to guests, and that the presentation and size of the salad adhered to its standard portion sizes for fine dining events and what was served during the 2022 tasting. The applicants only provided one photo of the pear and arugula salad from their wedding date. From this one photo I am unable to find that the salad course was presented or sized inconsistently. There is no reference photo in Brock House's catering package brochure, and no photo from the applicants' 2022 tasting for comparison. So, I find the applicants have not proved Brock House breached any term, explicit or implied, with regard to the salad.
14. I turn to the gnocchi. The applicants provided a photo of gnocchi with a vegetable medley that they say they took at the 2022 tasting. They also provided a photo of three plates of gnocchi served on the event date, taken by their wedding coordinator, BB. BB provided a statement in evidence which says that the gnocchi dish was plated inconsistently in terms of its portion size, and that the plating was "sloppy". I agree the three dishes in the photograph do not match in size, with one being a noticeably larger portion than the other two.
15. First, Brock House says the gnocchi dish was never going to look like the one at the 2022 tasting because the applicants chose to remove the vegetables and have the course as an appetizer, not an entrée as it was served at the tasting. So, Brock House says the plating and size would inevitably be different from the 2022 tasting photo. I accept the undisputed evidence that the applicants did not contract for the gnocchi as served in the 2022 tasting photo, so I find Brock House did not breach any term by serving a gnocchi dish that did not match the tasting.

16. However, I accept that at least three of the gnocchi dishes served to the vendors, were not uniform in size. The problem for the applicants is that there is no evidence about how many plates had this issue. Out of 174 plated gnocchi dishes, I only have evidence of the appearance of three vendor dishes. Brock House says it does not plate the vendor meals as it plates dishes served to wedding guests. While the applicants argue that they still paid full price for the vendor meals and so everything should be served the same, there is insufficient evidence before me to indicate the size inconsistency or “sloppy” plating extended beyond the three plates. Notably, while BB said generally that she noticed plates were incorrect, she chose not to notify anyone at Brock House about the issue. I place little weight on her after-the-fact recollection of the second course’s appearance. Despite this, I accept that the applicants paid full price for vendor meals that were not consistent in their serving size, which was a breach of the parties’ agreement. I address the remedy for this breach later.
17. Next, the ice cream. The applicants hired a third party ice cream vendor to serve ice cream to their wedding guests. They say Brock House’s staff lined up and were served ice cream, paid for by the applicants. Brock House does not dispute its staff consumed ice cream, but says its staff assumed, incorrectly, that the vendor had provided the ice cream to them for free. The applicants estimate they paid for 20 servings at \$5.50 per serving, for a total of \$110. Brock House does not dispute this amount, but says that when the applicants brought this to its attention, it provided the applicants with a \$500 discount, to account for the applicants’ costs for the staff’s ice cream, as well as for a goodwill discount, given the applicants’ complaints about the food presentation.
18. The applicants argue the \$500 discount was specifically to deal with the sloppy and inconsistent plating, not for the ice cream. They say once the \$500 is deducted, they still request a \$2,000 refund for the sloppy plating, plus \$110 for the ice cream, for a total of \$2,110.

19. In the circumstances, I find the \$500 refund is a reasonable amount for Brock House's breach of contract in plating the gnocchi, and to reimburse the applicants for the ice cream. Given the applicants failed to prove any breach with the salad course and the limited breach for the gnocchi course, I find Brock House has already reasonably compensated the applicants. I find the applicants have not proven they are entitled to any further compensation. For that reason, I dismiss the applicants' claim.
20. 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. As the applicants were not successful, they are not entitled to reimbursement of their paid tribunal fees. Neither party claimed dispute-related expenses.

## **ORDER**

21. The applicants' claims are dismissed.

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Andrea Ritchie, Vice Chair