



Civil Resolution Tribunal

Date Issued: January 13, 2025

File: SC-2023-007991

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Estepho v. Newlands Golf & Country Club Ltd.*, 2025 BCCRT 41

BETWEEN:

MARK ESTEPHO

APPLICANT

AND:

NEWLANDS GOLF & COUNTRY CLUB LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This is a dispute about wedding services.
2. Mark Estepho says Newlands Golf & Country Club Ltd. (Newlands) failed to provide wedding services as the parties agreed. Mr. Estepho claims \$5,000 for

inconvenience, disruption, and emotional distress that resulted from alleged contract breaches.

3. Newlands denies Mr. Estepho's claim. It says it did not breach the parties' contract, and delivered wedding services in accordance with the wedding package Mr. Estepho selected.
4. Mr. Estepho is self-represented. Newlands is represented by a person I infer is an authorized employee.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 says 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. These are the CRT's formal written reasons.
6. CRTA section 39 says the CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. Some of the evidence in this dispute amounts to a "he said, it said" scenario. While credibility issues can sometimes be resolved by an oral hearing, the advantages of an oral hearing must be balanced against the CRT's mandate. Here, I find the credibility issues can be reasonably resolved on the documentary evidence and submissions before me. Also, neither party requested an oral hearing. So, I have decided this dispute based on written submissions and documentary evidence alone.
7. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

ISSUES

8. The issues in this dispute are:
 - a. Did Newlands breach the parties' wedding services contract?
 - b. If so, is Mr. Estepho entitled to his claimed damages?

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Mr. Estepho 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 information I find relevant to explain my decision.

Background

10. In early 2023, Mr. Estepho contracted with Newlands for its all-inclusive "Club Wed" package. The contract was for Mr. Estepho's July 1, 2023 wedding reception only, as he and his then-fiancée, KK, had made other arrangements for the ceremony.
11. Mr. Estepho says Newlands failed to provide some of the Club Wed package services, which caused the couple significant inconvenience and emotional distress, and disrupted their special day. Mr. Estepho claims \$5,000 for Newlands' alleged breach of contract, broken down as:
 - a. \$2,045 for discrepancies in the bridal bouquet and floral arrangements,
 - b. \$1,820 for the following day's ceremony set-up on the patio adjacent to the conservatory where Mr. Estepho's reception was being held,
 - c. \$300 for misplacement of name tags at the head table,
 - d. \$285 for misplacement of the gift table,
 - e. \$275 for including kids and babies on the seating chart, and
 - f. \$275 for failing to set up two custom-made cornhole games.

12. Newlands disagrees with each of these alleged breaches, as discussed further below.

Did Newlands breach the parties' wedding services contract?

13. I find the parties' contract was set out in three order forms submitted in evidence. While unsigned, I find it is undisputed that these documents accurately reflect what the parties agreed to for the Club Wed package.

14. I also find the contract was for "peace of mind" in relation to Mr. Estepho's wedding reception.¹ Damages for mental distress, inconvenience, upset, and disappointment are available for breach of a peace of mind contract where "the substance of the contract is not provided or (...) the contrary result occurs."²

The bridal bouquet and floral arrangements.

15. Mr. Estepho says Newlands provided flowers that did not match the parties' agreed choices.

16. In an email from KK to Newlands' designer, KK indicated she was "hoping for the flowers to be mostly white with pops of light pink and light peach". KK also said she loved "peonies, tea roses and ranunculus", and included examples of bouquets and arrangements she liked. Notes on Newlands' fresh flower form confirmed KK's email, and included instructions to see the images on file for the colours KK liked.

17. Mr. Estepho submitted photos of the bridal bouquet and floral arrangement Newlands provided. I find they showed the flowers were in KK's preferred colour palette, and appeared similar to the varieties in KK's examples. I note the fresh flower form included terms and conditions that say "Newlands reserves the right to create all flower pieces by using the best available stem, in your colour and season". There is no evidence Newlands failed to use the best available stems, or that it promised it would incorporate KK's desired flower types. Based on this, I find

¹ See the non-binding but persuasive reasoning in *Graham v. Total Wedding Event Centre Ltd.*, 2015 CanLII 46106 (ON SCSM). See also *Wilson v. Sooter Studios Ltd.*, 1998 CanLII 3100 (BC CA)).

² *Klaus and Klaus v. Taylhardat*, 2007 BCPC 21.

Newlands did not breach the contract by failing to provide flowers as the parties agreed. I dismiss this part of Mr. Estepho's claim.

The ceremony set-up

18. It is undisputed that Newlands understood Mr. Estepho and KK had arranged to have their ceremony elsewhere. It is also undisputed that when the reception in the conservatory began, chairs for a ceremony the next day had been pre-arranged on a large part of the patio just outside the conservatory. Mr. Estepho says this created false expectations for his guests, was embarrassing for him and KK, and was unprofessional. Mr. Estepho also says he chose the venue on the understanding his guests, especially those with children, would be able to use the patio, since he and KK had not scheduled a ceremony as part of their event.
19. Mr. Estepho says, and Newlands does not deny, that the patio is only accessible through the conservatory. However, I do not find this created a reasonable assumption that the patio was part of the space Mr. Estepho rented for the reception. There is nothing in the order forms to indicate Mr. Estepho's guests would have exclusive use of or unfettered access to the patio. There is also no documentary evidence that Mr. Estepho asked Newlands about using the patio during the reception, or that Newlands said it would be clear and available to his guests. So, I find Newlands was entitled to have the patio set up as it did in preparation for the next day's ceremony, despite the fact that Mr. Estepho and KK were only holding a reception.
20. I note that when Mr. Estepho and KK asked Newlands about removing the chairs from the patio during the reception, staff members undisputedly accommodated them. Newlands says it did this as a courtesy, and I find there is nothing to suggest otherwise. In these circumstances, I find the ceremony set-up on the patio did not breach the parties' contract, and I dismiss this part of Mr. Estepho's claim.

Head table name tags

21. Mr. Estepho says Newlands misplaced the name tags at the head table, which caused him “significant embarrassment”, and disrupted the reception’s flow. Newlands denies this, and says it placed the name tags as instructed by KK.
22. The banquet form does not mention the head table arrangements at all. The décor form notes “head table arrangements”, but says nothing more about them. The fresh flower form includes shorthand relating to head table arrangements. I am unable to interpret the shorthand, apart from “BM”, which I infer means “bridesmaids”.
23. There are also two table layout sheets in evidence. The one Newlands submitted does not include head table arrangements. The one Mr. Estepho submitted shows “M” on the left and “K” on the right, with 10 to 12 people between them. However, Newlands says it never received that sheet, and Mr. Estepho provided no evidence he sent it to Newlands before the reception.
24. So, I find it unproven that the parties agreed to the head table arrangement in Mr. Estepho’s table layout sheet. It follows that Mr. Estepho has not proven Newlands misplaced the head table name tags. I dismiss this part of his claim.
25. Even if he had proven Newlands misplaced the name tags, I would have found Mr. Estepho had not proven he suffered “significant embarrassment”, or that the reception’s flow was disrupted, for the following reason.
26. I accept it was important to Mr. Estepho and KK that he and his groomsmen be on the left and KK and her bridesmaids be on the right, to face their respective families and friends sitting at the guest tables. However, I fail to see how having to switch seats at a wedding reception due to misplaced nametags, even with “over 125 guests, photographers, and staff watching”, rises to the level of compensable breach of a peace of mind contract. There is also no evidence this led to the substance of the contract not being performed. So, I would not have awarded Mr. Estepho his claimed damages for the misplaced name tags in any event.

Misplacement of the gift table

27. Mr. Estepho says Newlands misplaced the gift table by putting it at the back of the conservatory near the photobooth, rather than at the front of the room near the MC podium. None of the order forms refer to the gift table's placement, but both table sheet layouts show it being next to the MC podium. So, I accept Newlands agreed to put it there. Newlands says the gift table was set up by the MC podium. However, I find photos in evidence support Mr. Estepho's version of events.
28. Even so, I find Mr. Estepho has not proven any loss resulting from the misplaced gift table, such as missing gifts. He does say he and KK had to move the gift table to the right place, but again, I do not find this amounts to inconvenience, disruption, or stress that attracts damages. I dismiss this part of Mr. Estepho's claim.

Kids and babies on the seating chart

29. The parties disagree about whether Newlands incorrectly printed the seating chart by including the number of kids and babies at each table. I find an email from KK to Newlands supports Mr. Estepho's position that Newlands was asked not to include kids and babies on the chart, which Newlands undisputedly did.
30. However, I find it unproven that Mr. Estepho suffered any specific loss as a result of this mistake, and again, I fail to see how this slight oversight could have caused the sort of upset that would breach a peace of mind contract. So, I dismiss this part of Mr. Estepho's claim.

Cornhole games

31. Finally, Mr. Estepho says Newlands failed to set up two custom-made cornhole games for his guests, as he says it agreed to do. Newlands does not explicitly deny it agreed to set up the games, though it notes this is not its standard practice. In any case, Newlands says its staff was waiting for directions about when to set the games up, as there was no specified time in the instructions. Newlands says its banquet captain brought the games out when asked. Mr. Estepho says having to oversee and set up the games themselves caused additional inconvenience and

disruption. He asks for \$275 for the cost of the games, since they were not available for the entire reception.

32. First, I find Mr. Estepho received some benefit from the games because they were undisputedly used for at least part of the reception. Second, while Newlands may have agreed to set up the games, there is no documentary evidence that this was to be done by a certain time. Mr. Estepho refers to an email to Newlands about “setup and labels”, but he did not submit it, even though parties are told to provide the CRT with all relevant evidence. Even if he had submitted the email, however, I find Newlands’ failure to set up the games, while annoying, also did not give rise to a compensable loss. So, I dismiss this part of Mr. Estepho’s claim too.
33. I acknowledge there were elements of Mr. Estepho’s wedding reception that did not go perfectly, or as Newlands agreed they would. However, I find that even when taken together, the misplacement of the gift table, the inclusion of the number of kids and babies on the seating chart, and Newlands’ failure to set up the cornhole games, did not cause mental distress, inconvenience, upset, and disappointment that would warrant an award of damages.
34. 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 CRT fees. Mr. Estepho was unsuccessful, so I dismiss his claim for CRT fees. Newlands did not pay any fees, and neither party claimed dispute-related expenses.

ORDER

35. I dismiss Mr. Estepho’s claims and this dispute.

Megan Stewart, Tribunal Member