



Civil Resolution Tribunal

Date Issued: January 27, 2025

File: SC-2023-007966

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bezalel v. Newlands Golf & Country Club Ltd.*, 2025 BCCRT 119

B E T W E E N :

SASSOON BEZALEL and ANDREA D'SOUZA

APPLICANTS

A N D :

NEWLANDS GOLF & COUNTRY CLUB LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. The applicants, Sassoon Bezalel and Andrea D'Souza, hired the respondent, Newlands Golf & Country Club Ltd., to hold a wedding ceremony and reception. The applicants say the respondent breached the parties' contract because 1) guests had to temporarily leave due to a fire alarm, 2) the food had inconsistent quality, and 3) the wedding cake failed to meet the applicants' specifications. In submissions the

applicants raise additional points I discuss below. The applicants claim \$5,000 as damages for the breach and resulting mental stress.

2. The respondent denies liability. It says its staff acted appropriately to evacuate the guests and allowed them to return after approximately 10 minutes. It says the food was “very good and enjoyed by all”. It also says Mrs. D’Souza approved the final design for the cake.
3. Mr. Bezalel represents the applicants. An employee or principal represents the respondent.
4. For the reasons that follow, I find the applicants have proven a small part of their claims.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.
7. 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.

8. 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.
9. One of the applicants' evidence files did not load correctly, titled IMG_3684.PNG. Its description indicates it is an image of acrylic cake risers the applicants wanted to use for their wedding cake. CRT staff asked the applicants to upload it again, but they did not respond. So, I have proceeded without the benefit of this evidence.

ISSUE

10. The issue in this dispute is whether the respondent breached the parties' contract, and if so, what remedies are appropriate.

BACKGROUND, EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, the applicants must prove their claims on a balance of probabilities. 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. The applicants did not provide reply submissions and the respondent did not provide any evidence. They both had the opportunity to do so.
12. The parties documented their agreement in a written contract dated May 26, 2022. Its terms included the following. The respondent would hold the wedding reception in its upstairs ballroom on May 19, 2023. Services included a buffet, drinks, a wedding cake, specialty chairs, fresh flower bouquets and boutonnieres, and a deejay entertainment package. The applicants expected 60 guests and agreed to pay \$11,341.80. It is undisputed that the respondent hosted the wedding ceremony and reception, and the applicants paid for the services minus a small discount.
13. I will now consider the following issues in turn: the fire alarm, the food quality, the wedding cake, the décor, ease of contacting the respondent, and some other issues the applicants briefly raised in submissions.

The Fire Alarm

14. The following facts are undisputed. During the applicants' wedding reception, a smoke machine at another wedding reception triggered the fire alarm. Staff evacuated everyone, including the applicants' guests. Staff then investigated the source of the alarm and silenced it. The applicants and their guests returned. The respondent provided the applicants a courtesy refund of \$250 for the disruption.
15. The applicants say they are entitled to damages for the disruption but did not say exactly how much. The respondent says it evacuated guests as required.
16. The contract said the ballroom opened at 5:30 p.m. and had to be vacated at 1:00 a.m. The contract had no specific terms about fire alarms or temporary loss of use of the ballroom. It lacked any guarantee about uninterrupted access. So, I find that at most, it was an implied term that any interruptions in use would not be for a significant period of time. I find that if I implied more, I would be impermissibly rewriting the parties' contract. I say this in part because a key part of contracts is assuming obligations and allocating risk between the parties. So, I find the lack of terms about this means the parties did not wish to allocate the risk of fire alarms entirely upon the respondent.
17. The applicants say the alarm took 20 minutes to stop. The respondent says it was 10 minutes. I find that in either event, the interruption was short given that the reception lasted several hours. I find this is insufficient to show a breach of contract.
18. The applicants say that the respondent had a responsibility to stop or prevent the smoke machine from setting off the alarms. This is not a contract term.
19. To the extent the applicants allege negligence, I find this unproven. To succeed in a claim for negligence, the applicants must prove the respondent owed them a duty of care, the respondent failed to meet that duty, and the failure resulted in the claimed damages. See *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27.

20. While I find the respondent owed the applicants a duty of care, I find it unproven that it breached the standard of care, which I find would be reasonableness. The respondent says its fire alarm system is inspected annually and set at a volume as required by the City of Langley and the Fire Marshall. There is no evidence to contradict this. On its face, the respondent's actions were prudent. I dismiss this part of the applicants' claims.

The Décor

21. The applicants say the décor was "underwhelming" and of lesser quality than what they saw during an initial site visit. They say respondent failed to communicate with the applicants, failed to decorate railings, and improperly placed photos and frames in the ballroom.
22. The respondent says that during the initial visit the applicants viewed rooms with different décor packages. It says the applicants chose a package that did not include decorated railings. It says the applicants should have assigned a friend or family member to assist placing the photos if they had a particular layout in mind.
23. The parties' contract lacked any terms about railing decorations. It did not require the respondent to contact the applicants before finalizing the décor. There are no photos of the décor from the reception. Given the lack of any contract terms or evidence that would support the applicants' allegations, I dismiss this part of the claim.

The Food

24. The applicants say the respondent's buffet food was inconsistent in terms of taste. They say the main course, potatoes, and vegetables were "very bland". The applicants say some guests complained about the food. The applicants concede that the appetizers and some side dishes were "tasty". They also say that when the respondent served dinner, they had to ask staff to remove chafing dish lids and provide tongs for the noodles. I infer the respondent complied with these requests.

25. The respondent says its “Banquet Captain” was in the ballroom during food service. It says their impression was that the guests and the bridal party enjoyed the food. They say that the chafing dish lids were used to keep the food hot.
26. The contract contains no specific terms about the quality or taste of the food. I find that it was an implied term that the food would be of a reasonable standard. I find the applicants’ comments show they subjectively felt the food was mediocre at worst. I do not find this enough to show a breach of contract, particularly since they are directly interested in the result of this dispute. I would have placed greater weight on guest comments. However, there is no direct evidence from them, such as witness statements. As to the chafing dish lids and tongs, I find the respondent acted reasonably and handled these issues. So, I dismiss this part of the claim.

The Cake

27. Emails show that in March and April 2023 the respondent asked the applicants for a picture of the wedding cake so that the applicants could recreate it. The applicants provided a picture of a 3-layer cake but said they wanted to include 2 risers. The respondent emailed back, “We can do your cake the way you described”.
28. Photos show the respondent initially created a 3-layer cake with an acrylic riser between the first and second layer, and another between second and third layer. The top layer was larger than the topmost acrylic riser, leading to what I find would be an unbalanced appearance. The parties ultimately settled on a 3-layer cake with no risers that closely resembled the original picture of the 3-layer cake.
29. I find it was an implied term of the contract that the respondent would make reasonable efforts to make a cake to the applicants’ specifications. The respondent says the wedding cake package was worth \$290. Given this price, and the fact that wedding cakes have an important visual component, I find that reasonable efforts in the circumstance would be fairly significant. I find from the emails and photos that the respondent failed to meet the applicants’ specifications.

30. I acknowledge that the parties agree that the applicants subsequently followed the respondent's recommendations to change the cake into its final form without risers. However, I put less significance on this because the respondent created the cake shortly before the wedding reception. I find it was likely impractical for the respondent to start over.
31. The difficulty is determining the damages. There is no suggestion that the cake was objectively unattractive. On a judgment basis, I award the applicants \$100 for the breach. This award is meant to encompass mental distress damages that are applicable to "peace of mind" contracts like this one.

Availability of the Respondent

32. The applicants say that on the date of the wedding they tried contacting a specific employee, C, multiple times. C did not answer the phone. The respondent did not address this submission.
33. There is no evidence or submissions about how often the applicants tried contacting C, or if they ultimately had their concerns addressed by another employee. There are no contract terms about C's or the respondent's availability. Given this, I find it unproven that the respondent breached the contract or that they suffered any compensable loss. I dismiss this part of the claim.

Miscellaneous

34. The applicants raised other issues in submissions that were not in the Dispute Notice. I will address these briefly.
35. The applicants say they are entitled to a discount as fewer guests attended than expected. I disagree as the contract itself says it is based on a minimum of 60 guests. So, I find the contract terms prevent any discount, even if fewer than 60 guests attended.

36. The applicants also say the respondent put out the wine late and that labels were not measured properly. I find it unclear what the last submission is about. In any event, these allegations are unsupported by documentary evidence or further explanation, so I dismiss them.
37. The applicant also wrote, “Photos on set”. They did not further explain this submission, so to the extent it is a claim, I dismiss it.
38. The *Court Order Interest Act* applies to the CRT. The applicants are entitled to pre-judgment interest on damages of \$100 from May 19, 2023, the date of the breach, to the date of this decision. This equals \$7.84.
39. 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. The applicants only proved a small part of their claim, but I find it had merit. I order partial reimbursement of \$87.50. The parties did not claim any specific dispute-related expenses. So, I order none.

ORDERS

40. Within 30 days of the date of this order, I order the respondent to pay the applicants a total of \$195.34, broken down as follows:
- a. \$100 in damages,
 - b. \$7.84 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$87.50 in CRT fees.
41. The applicants are entitled to post-judgment interest, as applicable.
42. 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.

David Jiang, Tribunal Member