



Civil Resolution Tribunal

Date Issued: March 21, 2025

File: SC-2023-011842

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Szabo v. Hill*, 2025 BCCRT 364

BETWEEN:

JAYDEN SZABO

APPLICANT

AND:

SHAUNA HILL

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

DECISION

1. On August 17, 2023, the applicant, Jayden Szabo, bought used tires online from the respondent, Shauna Hill, for \$150. When Mr. Szabo went to pick up the tires a few days later, he found they were not consistent with Shauna Hill's advertisement description. Mr. Szabo chose not to take the tires and Shauna Hill undisputedly agreed to refund his \$150, which is supported by text messages in evidence. In this

dispute, Mr. Szabo seeks a total of \$250, including \$150 for a tire refund and \$100 for “time wasted/emotional damage”.

2. Shauna Hill admits they have not refunded Mr. Szabo’s payment, and agrees they owe him \$150. Both parties represent themselves.
3. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA says 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. The CRT must also be proportional. Bearing all this in mind, I decided this dispute on the written materials before me. Shauna Hill did not provide any documentary evidence or submissions apart from their agreement in the Dispute Response filed at the outside of this proceeding.
4. These are the CRT’s formal written reasons. Given the above mandate and the parties’ general agreement in this dispute, my reasons are brief.
5. Based on the evidence and submissions before me, I find Shauna Hill breached the parties’ agreement to refund Mr. Szabo the \$150. I order Shauna Hill to refund him this amount.
6. As for Mr. Szabo’s claim for \$100 for “time wasted/emotional damage”, I find he has not proven he is entitled to any compensation. While I accept that Mr. Szabo likely experienced some inconvenience due to Shauna Hill’s failure to refund him in a timely manner, I find this situation is not a peace of mind contract where damages for mental distress would be warranted. I also note other than claiming \$100 in the Dispute Notice, Mr. Szabo did not otherwise explain this claim in submissions or provide any supporting evidence as to its value. So, I dismiss this aspect of Mr. Szabo’s claim.
7. Mr. Szabo is entitled to pre-judgment interest on the \$150 refund under the *Court Order Interest Act*. Calculated from August 21, 2023, when Mr. Szabo refused the tires, this equals \$11.47.

8. Under section 49 of the CRTA and the CRT rules, as Mr. Szabo was generally successful in his claim, I order Shauna Hill to reimburse him \$125 in paid tribunal fees. Neither party claimed dispute-related expenses.

ORDERS

9. Within 21 days of the date of this decision, I order Shauna Hill to pay Mr. Szabo a total of \$286.47, broken down as follows:
 - a. \$150 in damages,
 - b. \$11.47 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in tribunal fees.
10. Mr. Szabo is also entitled to post-judgment interest, as applicable.
11. 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.

Andrea Ritchie, Vice Chair