



Civil Resolution Tribunal

Date Issued: March 21, 2025

File: SC-2023-010983

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dionne v. Pro Line Sports Ltd.*, 2025 BCCRT 373

B E T W E E N :

HAILEY DIONNE

APPLICANT

A N D :

PRO LINE SPORTS LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. This is a wrongful dismissal claim. Pro Line Sports Ltd. (Pro Line) dismissed Hailey Dionne from her employment in sales support and customer service. Pro Line provided two weeks' wages. Ms. Dionne says under common law she was entitled to three months' notice, so she seeks \$5,000, the limit for small claims disputes at the Civil Resolution Tribunal (CRT). Ms. Dionne represents herself.

2. Pro Line says Ms. Dionne engaged in professional misconduct and breached the trust in the employment relationship. I infer it argues that it had just cause for dismissal and therefore was not required to give any notice. Pro Line is represented by an owner, Al Belhumeur.
3. As I explain below, I find in favour of Ms. Dionne.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
5. 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.
6. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. This dispute involves allegations of misconduct and breach of trust. The parties did not provide a lot of detail, and an oral hearing would be an opportunity for the parties to provide more information and context. However, the central facts relating to the dismissal are straightforward and undisputed. In the circumstances, I find the advantages of an oral hearing are outweighed by the CRT's mandate to resolve disputes quickly and economically (see *Downing v. Strata Plan VR2356*, 2023 BCCA 100, at paragraph 47). Also, neither party asked for an oral hearing, and the amount of money at stake is relatively small. For these reasons, I decided to hear this dispute by written submissions.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to pay money, return personal property, or do things required by an

agreement about personal property or services. The order may include any terms or conditions the CRT considers appropriate.

ISSUES

8. The issues in this dispute are:
 - a. Did Pro Line have just cause to end Ms. Dionne's employment?
 - b. If not, what are Ms. Dionne's damages?

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Ms. Dionne must prove her claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
10. Pro Line's website describes the company as a representative of sporting and outdoor gear brands and manufacturers. Ms. Dionne's first day with Pro Line was April 11, 2022. There is no written employment contract in evidence. Neither party provides much detail about Ms. Dionne's role and responsibilities, but a wage statement in evidence described her as working in sales support and customer service for \$24 per hour.
11. On October 17, 2023, Pro Line ended Ms. Dionne's employment by letter. Pro Line emailed Ms. Dionne that day but failed to attach the letter. Still, the intent was obvious from the covering email, which had the subject line "Signed with DocuSign – termination letter Hailey.pdf." Pro Line said it would pay Ms. Dionne two weeks' wages "in lieu of notice." Ms. Dionne soon received the pay and the letter.

Did Pro Line have just cause to end Ms. Dionne's employment?

12. Employers have a duty to give employees notice of termination. If the contract does not specify a notice period, like here, the law implies a reasonable notice period. Employer do not have to give notice if there was "just cause" to fire the employee. The onus is on Pro Line, as the employer asserting just cause, to prove it.
13. The termination letter was silent about the reason Pro Line fired Ms. Dionne. It said the termination was without cause. Pro Line also paid Ms. Dionne two weeks' wages to, as it said in its Dispute Response, comply with the *Employment Standards Act* (ESA). The ESA does not require employers to compensate employees for dismissal where there was just cause. Pro Line says it wanted to allow Ms. Dionne to leave without a tarnished record, which I accept. In any event, courts have held that failing to allege cause in the dismissal letter does not preclude employers from arguing cause (see e.g., *Lewis v. Blue Star Ford Lincoln Sales Ltd.*, 2021 ONSC 7408).
14. What Ms. Dionne did is not in dispute. On October 15, 2023, Pro Line discovered that she had opened a mail package from its payroll company, Ceridian. Pro Line photographed the package. The package was addressed to Pro Line, attention Lori Belhumeur (Proline's other owner). The address window included the term "Confidential" in large print. The plastic envelope also said CONFIDENTIAL where it was cut open. The Belhumeurs were out of town when the package arrived. Ms. Dionne opened the package without seeking permission.
15. The package contained Ms. Dionne's wage statement, as well as the wage statements for seven other employees, for the October 13 payday. The wage statements were self-sealed. There is no allegation that Ms. Dionne opened anyone else's wage statements. However, the package also contained unsealed pages of payroll information that contained confidential employee information, including each employee's earnings in the pay period and year-to-date.

16. Whether an employer is justified in dismissing an employee is a question that requires an assessment of the context of the alleged misconduct and whether it meant the employment relationship could no longer continue (see *McKinley v. BC Tel*, 2001 SCC 38). Where, like here, the misconduct is undisputed, the question is whether the nature and the degree of misconduct warranted dismissal. Dismissal may be warranted where the misconduct violates an essential condition of the employment contract, breaches the faith inherent to the work relationship, or is fundamentally or directly inconsistent with the employee's obligations to their employer.
17. Pro Line says trust was compromised when Ms. Dionne opened the envelope clearly marked confidential and addressed to Lori Belhumeur. It says after thorough consideration it concluded that the breach of trust was something it could not move on from.
18. Ms. Dionne says she spoke on the phone with Al Belhumeur on October 17 and he asked why she opened the mail. She says she told him she opened it to obtain her own wage statement because Lori Belhumeur often forgot to distribute them. Pro Line concedes that Lori Belhumeur sometimes distributed wage statements late – the ESA requires them to be distributed on every payday. However, Pro Line says Ms. Dionne only had to wait until Monday October 16 when the Belhumeurs were scheduled to return to the office.
19. Pro Line also mentions a lack of remorse from Ms. Dionne as a factor in its decision. Ms. Dionne's submissions make clear that she did not, and does not, show remorse. She appears to think she did nothing wrong because she only took her own wage statement, which Pro Line should have already given her. However, if an employee does not receive wage statements on time, the ESA-mandated procedure is for the employee to file a complaint, not to engage in aggressive self-help.
20. I find Ms. Dionne's submission that she "normally opened and shipped parcels" does not assist her. She does not say her job requirements included opening

confidential mail. She knew other employees' confidential wage statements were in the package, because she opened it to obtain her own wage statement. I find that Ms. Dionne opened a confidential envelope for her own purposes, not as part of her duties and not at anyone's request. She did not have permission. That was a breach of trust.

21. That said, there are mitigating factors. As noted above, I accept that Ms. Dionne did not look at any confidential information in the envelope and simply wanted her wage statement. She may not have even known there would be confidential information in the package, although she does not say either way. Also, Ms. Dionne was honest about what happened. She acknowledged that she opened the envelope. Her belief that she did nothing wrong was mistaken, but she was not deceitful.
22. Employees in industries such as banking are held to a higher standard of trust than those in other commercial or industrial sectors. In addition, employees who work with greater autonomy are held to a higher standard of trust (see *Steel v. Coast Capital Savings Credit Union*, 2013 BCSC 527, at paragraphs 24-25). Although Ms. Dionne says part of her job involved dealing with customers' banking, credit card and other personal information, there is no independent evidence about her duties or responsibilities. Pro Line does not point to any factors that would indicate a higher standard of trust was part of Ms. Dionne's job. Pro Line does not operate in an industry as sensitive as banking, where confidentiality is paramount. There is no evidence, for example, that Ms. Dionne's mistake had the potential to affect Pro Line's relationship with customers.
23. I also note that Pro Line did not explain what harm was caused by Ms. Dionne's misconduct, or what actions it took in response, other than firing Ms. Dionne. For example, it did not say that it notified employees about the privacy breach, reported the breach to the Information and Privacy Commissioner, or developed or revised policies around mail and payroll information security. The absence of other actions undermines, to a degree, Pro Line's position that the misconduct was so serious it justified termination.

24. Lastly, Pro Line does not say it considered other disciplinary action. Dismissal is considered the most extreme disciplinary action and should be a last resort for employers. The law expects employers to provide lesser sanctions for less serious types of misconduct (see *McKinley*, at paragraphs 52-53). This is the principle of proportionality. It exists because work is an essential component of a person's sense of identity, self-worth and emotional well-being. With that principle in mind, I find a lesser disciplinary sanction, such as some combination of a reprimand, suspension, or remedial training, would have sufficed here.
25. In summary, Ms. Dionne's decision to open confidential mail was misguided, but there is no evidence her intentions were nefarious. Although she did not show remorse, neither was she dishonest about what happened. I find Ms. Dionne's misconduct was not incompatible with continued employment. Therefore, I find Pro Line did not have just cause for dismissal.

What are Ms. Dionne's damages?

26. When an employer ends employment without cause, an employee is entitled to damages equal to what they would have earned during the notice period. Reasonable notice at common law is based on factors such as the employee's age, the type and length of employment, and the availability of similar employment in terms of responsibility, training, and compensation (see *Honda Canada Inc. v. Keays*, 2008 SCC 39).
27. Ms. Dionne did not provide her age or qualifications. She was employed with Pro Line for 18 months. From the salary and job description, I find it was an entry-level position with little or no managerial or supervisory aspects. The number of applications she submitted in the months after her dismissal indicates that there is no lack of jobs she is qualified for in customer service, office administration, and general sales. That said, I accept that she applied and interviewed for many positions before being offered one in July 2024.

28. In *De Guzman v. Marine Drive Golf Club*, 2003 BCPC 284, the Provincial Court observed that despite the rough rule of one month per year of service, short-term employees tend to receive proportionately higher notice periods. In *Saalfeld v. Absolute Software Corporation*, 2009 BCCA 18, the Court of Appeal found the range of notice in British Columbia was two to three months for a relatively young, short-service employee that was not in a senior management role.
29. Considering the cases cited above and Ms. Dionne's circumstances, I find nine weeks is an appropriate notice period. Ms. Dionne already received two weeks' wages, so I find she is entitled to the equivalent of seven weeks' wages.
30. The parties agree that Ms. Dionne's normal working hours were 36 hours per week. At \$24 per hour, over seven weeks, she would earn \$6,048. As Ms. Dionne's CRT claim is limited to \$5,000, I order Pro Line to pay her \$5,000 in damages.
31. The *Court Order Interest Act* applies to the CRT. Ms. Dionne is entitled to pre-judgment interest on the \$5,000 from the October 17, 2023 termination date to the date of this decision. This equals \$343.75. The CRT's \$5,000 small claims monetary limit is exclusive of *Court Order Interest Act* interest and CRT fees.
32. Under CRTA section 49 and the CRT rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. Ms. Dionne was successful, so I find she is entitled to reimbursement of \$175 in paid CRT fees. Neither party claims dispute-related expenses.

ORDERS

33. Within 14 days of the date of this decision, I order Pro Line to pay Ms. Dionne a total of \$5,518.75, broken down as follows:
- a. \$5,000 in damages,
 - b. \$343.75 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.

34. Ms. Dionne is entitled to post-judgment interest, as applicable.
35. 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 a court order.

Micah Carmody, Tribunal Member