



Civil Resolution Tribunal

Date Issued: July 16, 2025

File: SC-2024-001684

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Eagle v. Bethell (Doing Business As Enhance Beauty)*, 2025 BCCRT 972

B E T W E E N :

ELANNA EAGLE

APPLICANT

A N D :

RACHEL BETHELL (Doing Business As ENHANCE BEAUTY)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Jeffrey Drozdiak

INTRODUCTION

1. This dispute is about a contract for hair and makeup services.
2. The applicant, Elanna Eagle, signed a contract with the respondent, Rachel Bethell (Doing Business As Enhance Beauty), for hair and makeup services at Ms. Eagle's wedding. Ms. Eagle says the respondent told her that they would bring an assistant

to help at no extra charge. After signing a contract, Ms. Eagle says the respondent later told her an assistant would be an extra cost. Ms. Eagle alleges the respondent misled her and claims \$754 for the return of her deposit.

3. The respondent says they would lose money if they brought an assistant to complete the services. They assert the contract says the deposit is non-refundable and Ms. Eagle is not entitled to the deposit's return.
4. The parties are self-represented. Rachel Bethell did not provide pronouns or a title on request, so I respectfully refer to them as the respondent and use "they" in this decision.

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)*. CRTA section 2 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
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. In some respects, the parties question the credibility, or truthfulness, of the other's evidence. Under the circumstances, I find that I am properly able to assess and weigh the evidence and submissions before me without an oral hearing. In *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the court recognized that oral hearings are not necessarily required where credibility is in issue. Neither party requested an oral hearing. The claim is also for a relatively small amount. So, bearing in mind the CRT's mandate for proportionality and a speedy resolution of disputes, I decided to hear this dispute through written submissions.

7. CRTA section 42 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 CRTA section 118, 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

9. The issue in this dispute is whether the respondent misrepresented their services, and whether Ms. Eagle is entitled to the return of her deposit.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Ms. Eagle, as the applicant, must prove her claims on a balance of probabilities (meaning “more likely than not”). The respondent had the opportunity to provide submissions but did not do so. For documentary evidence, the respondent only provided the parties’ contract, which Ms. Eagle had already provided. Given this, I have relied on the respondent’s statements in the Dispute Response filed at the start of this proceeding.
11. I have read the Dispute Notice, Dispute Response, and Ms. Eagle’s submissions and evidence. However, I only refer to the evidence and argument that I find relevant to provide context for my decision.

Background

12. On September 5, 2023, Ms. Eagle emailed the respondent asking about pricing for hair and makeup services for her June 2024 wedding. The services included hair and makeup for Ms. Eagle, hair for two bridesmaids and Ms. Eagle’s mother, and makeup for two bridesmaids. Later that day, the respondent responded with their pricing.

13. On September 13, 2023, Ms. Eagle emailed the respondent asking about the cost for the respondent to bring an assistant to help complete the services. The next day, the respondent replied that there would be no added charge for a team member to join them. After receiving this reply, Ms. Eagle booked the respondent for her wedding.
14. On September 14, 2023, the respondent provided Ms. Eagle with a price breakdown for the hair and makeup services, which totaled \$1,508 and included a \$754 deposit. Ms. Eagle paid the deposit that day by e-transfer.
15. On September 15, 2023, Ms. Eagle signed a contract for the respondent to complete the hair and makeup services. I note that the contract says Enhance Beauty is run by “Rachel Eden”. However, neither party disputes that this is the parties’ contract. So, I infer Rachel Eden has since changed her name to Rachel Bethell. In the contract, Ms. Eagle agreed that the deposit was non-refundable.
16. On January 10, 2024, Ms. Eagle emailed the respondent about the schedule for the hair and makeup services. After not receiving a response, Ms. Eagle followed up on January 31, 2024, asking about a 10 a.m. start. The respondent told Ms. Eagle that they would need to start earlier, as they were not bringing an assistant with them.
17. The parties exchanged several more emails where Ms. Eagle argued that the respondent had told her that an assistant would be included in the price. The respondent informed Ms. Eagle that it would be \$70 per person if they brought an assistant. Eventually, Ms. Eagle asked the respondent to return her deposit, and the respondent refused.

Did the Respondent Misrepresent the Hair and Makeup Services?

18. Ms. Eagle argues the respondent’s communications were misleading. She says she would have looked at other options if she knew there would be an extra charge for an assistant. I find Ms. Eagle argues the respondent negligently misrepresented the hair and makeup services before the parties signed the contract.

19. To prove negligent misrepresentation. Ms. Eagle must show the respondent made a representation that was untrue, inaccurate, or misleading, The respondent breached the standard of care in making the representation, and Ms. Eagle reasonably relied on the representation to her detriment (see *Queen v. Cognos Inc.*, 1993 CanLII 146 (SCC)).

The Representation

20. In her September 13 email, Ms. Eagle specifically asked the respondent how much it would cost for the respondent to bring an assistant. Ms. Eagle noted that she wanted to start the day “a bit later” and one person might not be able to get everything done. In an earlier email, Ms. Eagle had written that she wanted everyone ready by 2:30 p.m.
21. In response, the respondent wrote, “no additional cost for my team member to join me – I would bring her with me.” Since the respondent later told Ms. Eagle that it would cost extra for an assistant, I find this initial representation was untrue, inaccurate, and misleading.

The Standard of Care

22. In *Queen*, the court held that the standard of care required by a person making representations is what a reasonable person would do. It is their duty to exercise such reasonable care as the circumstances require to ensure that the representations made are accurate and not misleading.
23. In the Dispute Response, the respondent says they only bring an assistant if they are doing more than “5 hair and 5 makeup”. However, Ms. Eagle had specifically asked the respondent about 4 hair services and 3 makeup services, and said she wanted to start a bit later. With this information, I find the respondent did not exercise reasonable care when they responded that they would bring an assistant at no charge.

Ms. Eagle's Detriment

24. Ms. Eagle says she needed the 10 a.m. start time for hair and makeup because she needed to set up the reception area beforehand. She says she specifically asked about an assistant to accommodate this schedule. She says she would have needed to pay extra if she was unable to set up the reception area herself.
25. I find Ms. Eagle acted reasonably by asking about an assistant and relying on the respondent's response before booking the services. Since the respondent later told Ms. Eagle that it would be \$420 for an assistant, and refused to return the \$754 deposit, I find Ms. Eagle relied on the misrepresentation to her detriment. Given this, I find the respondent negligently misrepresented their services.
26. I acknowledge that the respondent later tried to accommodate Ms. Eagle's schedule by finding two other people to complete the services. However, I find this did not correct the respondent's negligent misrepresentation. The respondent had represented that they personally would complete the hair and makeup services with a team member. The evidence shows that Ms. Eagle carefully chose who she wanted for her hair and makeup. Given this, I find Ms. Eagle was relying specifically on the respondent and an assistant to complete the services.
27. Since the respondent negligently misrepresented their services, I find they cannot rely on the contract to keep the deposit. So, I order the respondent to return Ms. Eagle's \$754 deposit.

INTEREST AND CRT FEES

28. The *Court Order Interest Act* applies to the CRT. Ms. Eagle is entitled to pre-judgment interest on the \$754 deposit from September 14, 2023, the date she paid the deposit, to the date of this decision. This equals \$63.39.
29. 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. Ms. Eagle was successful, so I find she is entitled to

reimbursement of \$125 in CRT fees. Ms. Eagle did not claim dispute-related expenses, so I order none.

ORDERS

30. Within 15 days of the date of this decision, I order the respondent to pay Ms. Eagle a total of \$942.39, broken down as follows:

- a. \$754 in damages,
- b. \$63.39 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 for CRT fees.

31. Ms. Eagle is entitled to post-judgment interest, as applicable.

32. 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.

Jeffrey Drozdiak, Tribunal Member