



# Civil Resolution Tribunal

Date Issued: September 23, 2025

File: SC-2024-004543

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Navaroli v. Jebaraj*, 2025 BCCRT 1337

B E T W E E N :

JANELLE NAVAROLI

**APPLICANT**

A N D :

ACHSAH JEBARAJ

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Mark Henderson

## INTRODUCTION

1. This dispute is about payment for childcare fees. The applicant, Janelle Navaroli, agreed to provide childcare services to the respondent, Achsah Jebaraj. Ms. Navaroli says Achsah Jebaraj did not give adequate notice that they were withdrawing their child from childcare services. Ms. Navaroli seeks \$950 for childcare fees for February and March 2024.

2. Achsah Jebaraj says they did not agree to Ms. Navaroli's contract terms including the notice requirements. Achsah Jebaraj says they paid for childcare for January 2024 but should not be required to pay for February or March 2024.
3. The parties each represent themselves.

## **JURISDICTION AND PROCEDURE**

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. 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.
5. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. I find that an oral hearing is not necessary.
6. 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.
7. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

## **ISSUES**

8. The issues in this dispute are:
  - a. Did Achsah Jebaraj agree to Ms. Navaroli's contract terms?
  - b. If so, is Ms. Navaroli entitled to \$950 or some other amount?

## EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant, Ms. Navaroli 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.
10. On December 21, 2023, Achsah Jebaraj posted in the parent advisory council Facebook group for their child's school, seeking after school childcare while on two waitlists for after school care. Ms. Navaroli responded to Achsah Jebaraj that they offered after school care.
11. Ms. Navaroli and Achsah Jebaraj exchanged a series of text messages between January 2 and January 9, 2024, that were included in evidence. On January 7, 2024, Ms. Navaroli sent Achsah Jebaraj a text message confirming that they would charge \$475 per month for after school care and that payment was due on the first day of each month. None of the text messages discuss whether the after school care was for one month or was intended to be on an ongoing basis.
12. Achsah Jebaraj says that their child attended their first day of after school care with Ms. Navaroli on January 15, 2024.
13. On January 16, 2024, Ms. Navaroli sent Achsah Jebaraj a copy of the contract terms. Neither party produced a signed copy of a contract between the parties. Ms. Navaroli provided a copy of a contract that they emailed to Achsah Jebaraj. This contract includes a term that a client must give 30 days' notice before withdrawing their child from care. There is no evidence that Achsah Jebaraj signed this contract, agreed to the notice provisions, or that either party specified the duration of the childcare services. I find this is relevant because Ms. Navaroli says that they told Achsah Jebaraj about the notice requirement before the childcare agreement started.
14. Achsah Jebaraj's child did not attend for any childcare with Ms. Navaroli in February or March 2023. On February 3, 2024, Ms. Navaroli says they contacted Achsah

Jebaraj for payment of the February childcare fees. Ms. Navaroli says that Achsah Jebaraj told Ms. Navaroli that they no longer required childcare services.

15. Since there is no evidence that Achsah Jebaraj signed or agreed to Ms. Navaroli's contract I consider whether a verbal contract existed between the parties.
16. Verbal contracts are enforceable just like written contracts are, but their terms can be harder to prove. For a valid contract to exist, the parties must have a "meeting of the minds". This means that both parties must agree on all essential terms and those terms must be clear enough to give a reasonable degree of certainty. The parties must both intend to be bound by these essential terms. There must also be an offer by one party that is accepted by the other, plus valuable "consideration", which is the payment of money or something else of value. See *Redfern Resources Ltd. (Re)*, 2012 BCCA 189 at paragraph 72 and *Fairchild Developments Ltd. v. 575476 BC Ltd.*, 2020 BCCA 123.
17. On the evidence before me, I find that the parties agreed to the monthly rate for childcare services through the series of text messages between them, but I find the terms were uncertain as to the duration of the contract, or the notice provisions. There is no indication that Ms. Jebaraj informed Achsah Jebaraj of the notice requirements before their child began attending childcare on January 15, 2024. So, I find there was no meeting of the minds on this issue. In the absence of a meeting of the minds, I find that Achsah Jebaraj did not agree to the notice provision in the contract.
18. Despite the lack of agreement, I find that it was an implied term of the agreement that Achsah Jebaraj would provide some notice of their intention to withdraw their child. I find this in part because Achsah Jebaraj did not specify a proposed end date for their childcare needs. I find that Achsah Jebaraj did not withdraw their child from the childcare arrangement until February 3 and so did not provide any notice of withdrawal. Ms. Navaroli also said that they were unable to fill the childcare spot because they expected Achsah Jebaraj to continue with childcare services in

February. Since the month had already started, I find that Ms. Navaroli is entitled to \$475 for the February daycare fees.

19. The *Court Order Interest Act* applies to the CRT. Ms. Navaroli is entitled to pre-judgment interest on the \$475 from February 1, 2024, the payment date to the date of this decision. This equals \$33.46.
20. Under CRTA section 49 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. Navaroli paid no CRT fees and claimed no dispute-related expenses. Achsah Jebaraj claimed \$50 in CRT fees. Since they were unsuccessful, I dismiss their claim for \$50 in CRT fees.

## ORDERS

21. Within 30 days of the date of this order, I order Achsah Jebaraj to pay Janelle Navaroli a total of \$508.46, broken down as follows:
  - a. \$475 in debt, and
  - b. \$33.46 in pre-judgment interest under the *Court Order Interest Act*.
22. Ms. Navaroli is entitled to post-judgment interest, as applicable.
23. I dismiss Achsah Jebaraj's claim for CRT fees.
24. 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.

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Mark Henderson, Tribunal Member

