



Civil Resolution Tribunal

Date Issued: September 24, 2025

File: SC-2024-006965

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Koch v. Venco Products Ltd.*, 2025 BCCRT 1340

B E T W E E N :

DAVID PAUL KOCH

APPLICANT

A N D :

VENCO PRODUCTS LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. The applicant, David Paul Koch, worked for the respondent, Venco Products Ltd., or Venco. Mr. Koch says Venco constructively dismissed him. He claims one month's wages, which he says is \$4,912.75. Venco says it did not constructively dismiss Mr. Koch. It also says he committed time theft and inappropriately used a company credit card for personal expenses.

2. Mr. Koch represents himself. An authorized employee represents Koch. Below, I explain why I dismiss Mr. Koch's claim.

JURISDICTION AND PROCEDURE

3. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act (CRTA)*. CRTA section 2 says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
4. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Based on the evidence and submissions provided, I am satisfied that I can fairly decide this dispute without an oral hearing.
5. 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.

ISSUES

6. The issues in this dispute are:
 - a. Did Venco constructively dismiss Mr. Koch?
 - b. If so, what are his damages?

EVIDENCE AND ANALYSIS

7. As the applicant in this civil proceeding, Mr. Koch must prove his 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. Mr. Koch's only documentary evidence was a receipt for \$336 in legal

fees. Mr. Koch also did not respond to Venco's submissions, despite having the opportunity to do so.

8. The parties did not explain what business Venco is in, but I infer it operates some kind of factory. There is no written employment contract in evidence.
9. Mr. Koch's evidence is as follows. On November 3, 2020, Venco hired him as a foreman. He took the job in part because it involved little physical labour, as he had a previous back injury. Within a month, he became a manager. On June 1, 2022, while he was on sick leave, a subordinate, AP, called to tell him that AP was taking over his management position, and Mr. Koch would be working on the factory floor. Mr. Koch called Venco's head office, but nobody returned his calls. He took the two weeks of vacation he had earned and then contacted a lawyer, who wrote a letter that he gave to Venco. It was several months before he was able to find another suitable position.
10. Mr. Koch does not say what the lawyer's letter said, and neither party provided a copy of it in evidence.
11. The only other information Mr. Koch provided was in the Dispute Notice filed at the outset of this dispute. There, he said that on June 6, 2022, Venco "management" told him to turn in his keys and corporate credit card.
12. Venco's evidence is as follows. It is a small company, and its employees do not have titles such as "foreman" and "lead hand". However, Mr. Koch did become a manager. At that point, there were 13 employees. On Mr. Koch's final day, there were eight, and so Mr. Koch was expected to help out in the factory. At times, Venco's general manager, BH, worked in the factory, and it was reasonable to insist Mr. Koch work in the factory too. There was no demotion, pay cut, or change in hours associated with being asked to work in the factory. Venco denies that Mr. Koch called its head office. Venco was unaware that Mr. Koch had any physical limitations or back injury.

13. In a written statement, BH said that on June 1, 2022, Mr. Koch arrived late to work and told BH that he was on vacation. Mr. Koch had not requested this vacation in advance. BH told Mr. Koch that when he returned from his vacation he would need to work with the factory employees because they needed his help. BH did not ask Mr. Koch to turn in his keys or credit card. BH would not have expected the credit card to be in Mr. Koch's possession, because it should have been in the office.
14. In a written statement, Venco's human resources manager, MM, said she received Mr. Koch's timesheet on June 8, indicating he was sick from June 2 to June 7, 2022. As she had already listed him as being on vacation, she emailed Mr. Koch asking him for a doctor's note, which he refused to provide. MM also said that when she did payroll on June 24, 2022, she understood Mr. Koch was still employed with Venco. MM's evidence is supported by emails and payroll records, and I accept it.
15. It is not entirely clear what happened between June 1 and whenever Mr. Koch received a Record of Employment stating that he had quit. The right to quit is personal to the employee, and employers cannot unilaterally declare that an employee has quit or abandoned their position. However, Mr. Koch does not say he attempted to return to work or was prepared to work after his vacation. Importantly, he does not allege that Venco actually, rather than constructively, terminated his employment. As well, he says he gave Venco a letter written by a lawyer. I infer that this letter confirmed Mr. Koch's position that he was constructively dismissed. So, on the evidence before me, I find that Mr. Koch ended the employment relationship.
16. To be entitled to damages, Mr. Koch must establish that Venco constructively dismissed him. As set out in *Potter v. New Brunswick Legal Aid Services Commission*, 2015 SCC 10, Mr. Koch must show that Venco either unilaterally imposed a substantial change to an essential term of the contract, or did things that cumulatively showed an intention to no longer be bound by the contract.
17. Mr. Koch alleges a demotion. I find that AP did not have the authority to demote Mr. Koch, and if that conversation happened, Mr. Koch should have clarified it with Venco management. I do not accept that BH told Mr. Koch to turn in his keys and

credit card. I prefer Venco's evidence that it did not demote Mr. Koch but simply asked him to help out on the factory floor. It is undisputed that there was no change in Mr. Koch's wage rate or hours. So, I find there was no demotion.

18. Mr. Koch has not established that it was a term of his employment contract that he exclusively supervise and never work on the floor. I accept that Venco's managers were expected to help out on the factory floor from time to time.
19. As for Mr. Koch's alleged back injury, he provides no documentation of the injury itself, so I find it unproven. He does not explain the nature of the injury or the nature of the factory floor work and why he could not do it. Further, I accept Venco's evidence that its management was not aware of any physical limitations, so any related work restrictions could not have formed a contractual term. If Mr. Koch had told Venco there were physical limitations to his working on the factory floor, Venco may have had a duty to accommodate. But I find that rather than telling Venco about his physical limitations, Mr. Koch simply did not return to work.
20. For these reasons, I find Mr. Koch has not shown that Venco made a substantial change to an essential term of his employment contract, or no longer intended to be bound by it. I therefore dismiss Mr. Koch's claim for damages for constructive dismissal. As a result, it is not necessary to analyze Venco's evidence about time theft or improper use of the company credit card.
21. As Mr. Koch was unsuccessful, I dismiss his claim for CRT fees. I also dismiss his claim for legal fees for the lawyer's letter, which was incurred before this CRT dispute began and therefore is not a dispute-related expense, and is not recoverable in any event given Mr. Koch was unsuccessful. Venco did not pay CRT fees and does not claim any expenses.

ORDER

22. I dismiss Mr. Koch's claims.

Micah Carmody, Tribunal Member