



Civil Resolution Tribunal

Date Issued: November 19, 2025

File: SC-2024-005194

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Kiiveri v. Four Seasons Whistler Hotel Limited Partnership*, 2025 BCCRT
1613

B E T W E E N :

JEFFREY KIIVERI

APPLICANT

A N D :

FOUR SEASONS WHISTLER HOTEL LIMITED PARTNERSHIP

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. The applicant, Jeffrey Kiiveri, worked as a massage therapist for the respondent, Four Seasons Whistler Hotel Limited Partnership. Four Seasons fired Mr. Kiiveri without notice. Mr. Kiiveri says he was entitled to 4 to 6 months' notice. He claims

\$5,000, which is the small claims monetary limit at the Civil Resolution Tribunal (CRT). Mr. Kiiveri represents himself.

2. Four Seasons says it was not required to give Mr. Kiiveri any notice before ending his employment because it had just cause to fire him. An employee represents Four Seasons.
3. For the reasons below, I allow Mr. Kiiveri's claim and order Four Seasons to pay him \$5,000.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. The CRT has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
5. CRTA section 39 says the CRT has discretion to decide the hearing's format. The background facts are largely undisputed and both parties provided documentary evidence to support their respective positions. Given the relatively small amount of money claimed, I find that I can fairly decide this dispute based on the parties' written submissions and evidence.
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.

Jurisdiction

8. The CRT does not have jurisdiction over an employee or former employee's claim for statutory entitlements under the *Employment Standards Act* (ESA). However,

Mr. Kiiveri's claim is for common law wrongful dismissal damages, as opposed to compensation for length of service under the ESA. So, the CRT has jurisdiction over the claim.

9. Mr. Kiiveri's submissions say that he was fired after being diagnosed with depression, anxiety, and an L5-S1 bulging disc. This is essentially a claim that Four Seasons breached the *Human Rights Code* by firing him because of a physical or mental disability. However, Mr. Kiiveri did not raise this issue in his Dispute Notice and provided no documentary evidence about his alleged disability.
10. CRTA section 11(1)(a) says I may refuse to resolve a claim where it would be more appropriately resolved through another dispute resolution process. While the CRT has limited jurisdiction to apply the *Human Rights Code*, it generally will not resolve a human rights claim unless it overlaps with an area where the CRT has its own specialized expertise, such as strata property claims.
11. Here, Mr. Kiiveri served a letter on Four Seasons which said he had also started a claim at the BC Human Rights Tribunal. I find it would be more appropriate for the BC Human Rights Tribunal to adjudicate his human rights claim. So, I refuse to resolve any claim Mr. Kiiveri may have under the *Human Rights Code*.

ISSUES

12. The issues in this dispute are:
 - a. Did Four Seasons have just cause to fire Mr. Kiiveri?
 - b. If not, what are Mr. Kiiveri's damages?

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, the applicant Mr. Kiiveri must prove his 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. I note that Mr. Kiiveri provided no reply submissions despite being given the opportunity to do so.

14. Mr. Kiiveri worked as a massage therapist for Four Seasons. He started in 2020 as a contractor. On September 26, 2022, Four Seasons hired him as an employee. On March 19, 2024, Four Seasons terminated his employment without providing any notice.
15. Ordinarily, an employer has a duty to give an employee notice before a termination. However, an employer does not have to give notice if there was “just cause” to fire the employee. Just cause is when the employee’s misconduct amounts to an irreparable breakdown in the employment relationship. The onus is on the employer to prove it had just cause.
16. Four Seasons argues that it had just cause to fire Mr. Kiiveri. It says Mr. Kiiveri did not follow company procedures, was confrontational in a phone call with his supervisor, and was involved in incidents outside work with other employees. I will discuss each of these allegations below.
17. I start with Mr. Kiiveri’s breach of company procedures. Four Seasons says that Mr. Kiiveri did not follow procedures about clocking in and out at work and ate at the employee cafeteria when he was not working. It gave Mr. Kiiveri two written warnings about these issues on December 11 and 26, 2022. Mr. Kiiveri’s December 2022 employee review also noted these issues.
18. The difficulty for Four Seasons is that there is no evidence that Mr. Kiiveri breached these policies after 2022. In *Ogden v. Canadian Imperial Bank of Commerce*, 2015 BCCA 175, the court held that an employer, before firing an employee, must give a clear warning to the employee and give an opportunity to improve. Based on the evidence before me, I find that Mr. Kiiveri corrected his behaviour after being warned by Four Seasons.
19. Four Seasons also says that Mr. Kiiveri violated its harassment policy during a phone conversation with his supervisor in October 2023. It provided a manager’s

note which said Mr. Kiiveri raised his voice and used profanity. The note said Mr. Kiiveri admitted to being frustrated but did not recall using profanity.

20. I accept that Mr. Kiiveri's phone conversation with his supervisor was unprofessional. With that said, the manager's note said it communicated Four Seasons' expectations about workplace communication to Mr. Kiiveri. Again, there is no evidence that any similar conduct occurred after he was reprimanded.
21. Four Seasons also relies on an incident outside of its workplace. It provided a witness statement from CC who said that he, 2 Four Seasons employees, and a third party encountered Mr. Kiiveri at a bar on October 28, 2023. CC said that Mr. Kiiveri was intoxicated, made the other employees feel uncomfortable, and bought drinks for everyone despite their refusal. For his part, Mr. Kiiveri says he offered to buy drinks and CC accepted.
22. I find that this incident is not relevant to Mr. Kiiveri's termination. CC wrote that Mr. Kiiveri approached his group because Mr. Kiiveri's bag was on a hook under the table. He also wrote that he kept things "polite and jovial" with Mr. Kiiveri to avoid any tension. CC provided no details which suggest that Mr. Kiiveri acted improperly towards other employees. This may have been an awkward encounter for the Four Seasons' employees, however, it was not a reason to fire Mr. Kiiveri.
23. Finally, Four Seasons says that subsequent investigations revealed additional instances where Mr. Kiiveri made other employees feel uncomfortable. However, it provided no evidence or details to support this vague allegation. Four Seasons says in its Dispute Response that it is concerned about Mr. Kiiveri retaliating if it provides additional evidence. I reject this submission because there is nothing in the evidence which suggests that Mr. Kiiveri would retaliate against other employees. I find that Four Season's allegations about other incidents are unproven.
24. In *McKinley v. BC Tel*, 2001 SCC 38, the court held that whether an employer is justified in dismissing an employee requires an assessment of the misconduct and whether the employment relationship could no longer continue.

25. I find that Four Seasons did not have just cause to fire Mr. Kiiveri without notice. Mr. Kiiveri did breach company policies in 2022 and spoke unprofessionally to his supervisor over the phone in 2023. However, the evidence indicates he improved his behaviour after receiving warnings. Four Seasons did not explain why the employment relationship could not continue in March 2024. So, I find that Four Seasons failed to provide notice to Mr. Kiiveri before terminating his employment.
26. How much notice was Mr. Kiiveri entitled to? Absent an agreement, when an employer fires an employee without cause, the 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 including the employee's age, the type and length of employment, and the availability of similar employment.
27. Mr. Kiiveri did not provide his age. He worked as a massage therapist for just over 17 months during his current employment with Four Seasons. The parties provided no evidence about the availability of similar employment. In *Saalfeld v. Absolute Software Corporation*, 2009 BCCA 18, the Court of Appeal stated that, unless there was a reason to extend the notice period, the range of notice in British Columbia is 2 to 3 months for a short-service employee. Given Mr. Kiiveri's relatively short employment and the lack of any factors extending the notice period, I find that he is entitled to 2 months' notice.
28. I note that Four Seasons argues that the ESA limits Mr. Kiiveri's notice period to 2 weeks. This is not correct. The ESA provides minimum standards but does not limit notice periods required by the common law. In *Egan v. Harbour Air Seaplanes LLP*, 2024 BCCA 222, the court noted that the presumption of reasonable notice can only be displaced "clearly and unambiguously" in a contract of employment. Four Seasons provided no evidence to show that Mr. Kiiveri agreed to limit his notice period to 2 weeks.
29. I turn to consider Mr. Kiiveri's damages. Neither party provided a copy of Mr. Kiiveri's employment contract. Mr. Kiiveri says, and Four Seasons does not deny, that he earned \$55,763.56 in 2023, or approximately \$4,646.96 per month.

30. Four Seasons says, and Mr. Kiiveri does not deny, that it paid him \$1,596 for 2 weeks of severance pay. Even deducting that from his 2 months' notice, Mr. Kiiveri's damages still exceed \$5,000 which is the CRT's small claims monetary limit. So, I will order Four Seasons to pay him \$5,000.
31. The *Court Order Interest Act* (COIA) applies to the CRT. The CRT's \$5,000 small claims monetary limit does not include COIA interest. Mr. Kiiveri is entitled to pre-judgment interest on the \$5,000 from March 19, 2024, his termination date, to the date of this decision. This equals \$341.77.
32. 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. However, neither party paid any CRT fees or claimed any dispute-related expenses.

ORDERS

33. Within 30 days of the date of this decision, I order Four Seasons to pay Mr. Kiiveri a total of \$5,341.77, broken down as \$5,000 in damages and \$341.77 in pre-judgment interest.
34. Mr. Kiiveri is entitled to post-judgment interest, as applicable.
35. This is a validated decision and order. Under CRTA section 58.1, 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.

Peter Mennie, Tribunal Member