



# Civil Resolution Tribunal

Date Issued: December 16, 2025

Files: SC-2024-001894  
and SC-CC-2024-010771

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *British Columbia Hydro and Power Authority v. Jindrak*, 2025 BCCRT 1739

B E T W E E N :

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

**APPLICANT**

A N D :

DAN JINDRAK

**RESPONDENT**

A N D :

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Maria Montgomery

## INTRODUCTION

1. The applicant in SC-2024-001894, British Columbia Hydro and Power Authority, used to employ the respondent, Dan Jindrak. BC Hydro says that Mr. Jindrak resigned without repaying a parental leave top-up allowance, in breach of the parental leave agreement. BC Hydro claims \$4,393.37 in damages for the allowance.
2. Mr. Jindrak says BC Hydro unfairly placed them on leave without pay and did not provide a fair opportunity to return. In SC-CC-2024-010771, Mr. Jindrak alleges that BC Hydro wrongfully dismissed them and claims \$5,000 in damages, the monetary limit for small claims disputes at the Civil Resolution Tribunal (CRT). BC Hydro says that Mr. Jindrak was not wrongfully dismissed because they abandoned their employment position.
3. The CRT asks all parties to identify their pronouns and preferred title to ensure it addresses them respectfully, including in written decisions. If parties decline, the CRT reverts to gender neutral forms of address. Mr. Jindrak chose Mr. as a title and told CRT staff, “Do not refer to me with any pronouns.” It is unclear what Mr. Jindrak expects the CRT to do with this answer, since pronouns are necessary to communicate clearly in English. As Mr. Jindrak declined to indicate a preferred pronoun, I will use gender neutral pronouns.
4. BC Hydro is represented by an employee. Mr. Jindrak is self-represented.

## JURISDICTION AND PROCEDURE

5. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT’s mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These 2 linked disputes are a claim and a counterclaim about the same events. So, I have written 1 decision for both of them, as permitted by rule 1.8 of the Civil Resolution Tribunal (CRT) rules. These are the CRT’s formal written reasons.

6. The CRTA gives the CRT 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. Bearing in mind the CRT's mandate to provide proportional and speedy dispute resolution, I find that an oral hearing is not necessary in the interests of justice.
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. Under CRTA section 48(1), in resolving this dispute, the CRT may make an order on terms and conditions it considers appropriate.

## **ISSUES**

9. The issues in these disputes are:
  - a. Must Mr. Jindrak reimburse BC Hydro \$4,393.37 for parental leave top-up allowance?
  - b. Is Mr. Jindrak entitled to \$5,000 for wrongful dismissal damages?

## **EVIDENCE AND ANALYSIS**

10. As the applicant in SC-2024-001894, BC Hydro must prove its claims on a balance of probabilities, meaning more likely than not. Mr. Jindrak must prove their claims in SC-CC-2024-010771 to the same standard. I have read all the parties' submissions and evidence but refer only to what I find is necessary to explain my decision. Mr. Jindrak did not provide any documentary evidence despite the opportunity to do so.
11. Mr. Jindrak began a parental leave on November 22, 2021. The parental leave ended at some point in 2022, and Mr. Jindrak was placed on an unpaid leave of absence in accordance with BC Hydro's COVID-19 vaccination policy. According to

BC Hydro, this policy was the subject of a grievance filed by MoveUP, Mr. Jindrak's union, and the policy was upheld by an arbitrator.

12. BC Hydro suspended its COVID-19 vaccination policy on September 26, 2022. Mr. Jindrak was contacted and asked to return to work. Mr. Jindrak did not return.
13. In emails exchanged October 4, 2022, to November 10, 2022, Mr. Jindrak said that they were not abandoning their position. Mr. Jindrak said they would not return unless offered an apology, backpay for the unpaid leave, and 6 months' fully paid leave. BC Hydro responded saying that the unpaid leave was the subject of an active union grievance and Mr. Jindrak was expected to return to work on November 7, 2022, or they would be deemed to have abandoned their position. BC Hydro asked Mr. Jindrak to provide a doctor's letter if they were not well enough to return.
14. Mr. Jindrak signed an Application for a Maternity & Parental Leave Top-Up Allowance on January 9, 2022. It stated the following: "I understand that if I do not return to work or do not remain at work for a minimum of six months following my maternity, parental and/or adoption leave, I will repay all or a pro-rated portion of this Allowance."
15. Mr. Jindrak does not dispute that they received a parental leave allowance of \$4,393.37 or that they did not return to work. Mr. Jindrak disagrees with BC Hydro's COVID-19 vaccination policy, its designation of themselves as an in-office employee, and their union's efforts to grieve the policy. Mr. Jindrak says they did not return to work because they were not comfortable. Mr. Jindrak says that BC Hydro's request to return the parental leave allowance is unreasonable and unjust because they did not resign.
16. If an employer breaches a contractual term, the remedies available to the employee depend on the importance of the term breached. The breach of essential terms will give the employee the right to treat the contract as repudiated (meaning the other party no longer intends to follow the contract) and to claim damages for

breach of contract. This is essentially the common law notion of constructive dismissal.

17. Court and CRT decisions involving employers who repudiated the employment contract have found training repayment agreements void or unenforceable (see *Saliken v. Alpine Aerotech Limited Partnership*, 2016 BCSC 832 and *ORCA AIRWAYS LTD v. Adam*, 2018 BCCRT 788). I find Mr. Jindrak's parental leave agreement is similar to training repayment agreements as the employee is provided a benefit and required to sign an agreement to remain with the employer. So, the question here is whether BC Hydro repudiated the employment contract, which would mean the parental leave agreement is void or unenforceable. For the following reasons, I find BC Hydro did not repudiate the agreement.
18. Mr. Jindrak says they were not comfortable returning to the workplace because of comments made by BC Hydro's CEO that BC Hydro is "unfortunately" required to allow unvaccinated employees to return to the office. Mr. Jindrak also says that other employees made them uncomfortable because they would not come to work if Mr. Jindrak was there. Neither party provided a copy of the CEO's email. As noted above, Mr. Jindrak did not provide any documentary evidence in this dispute, such as emails or messages confirming these statements were made by other employees. However, BC Hydro does not deny the events took place, so I accept that they did.
19. I find these events did not amount to a repudiation of the employment contract. I say this because a reasonable person in Mr. Jindrak's position would not have concluded that the work environment was unbearable or that they could not continue in their position. While Mr. Jindrak says they were uncomfortable, I find this is not a persuasive reason for not continuing in their employment. Mr. Jindrak does not say that BC Hydro prevented them from continuing in their position as before. As noted above, BC Hydro asked them to return. So, I find that BC Hydro did not repudiate the employment contract. For the same reasons, I find Mr. Jindrak was not wrongfully dismissed and I dismiss their counterclaim.

20. Mr. Jindrak undisputedly did not return to work on November 7, 2022. It follows that, under the terms of the parental leave allowance agreement, they must repay the allowance. BC Hydro did not provide any payroll documents confirming that Mr. Jindrak received the allowance. However, Mr. Jindrak does not deny that they received it nor do they dispute the amount. So, I find that BC Hydro is entitled to the \$4,393.37 it claims for the parental leave allowance.
21. The *Court Order Interest Act* applies to the CRT. However, BC Hydro indicated in the Dispute Notice that it was waiving its claim for pre-judgment interest, so I award none.
22. 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. I see no reason in this case not to follow that general rule. I find BC Hydro is entitled to reimbursement of \$175 in paid CRT fees. Mr. Jindrak was unsuccessful so I find they are not entitled to reimbursement of their paid fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

23. Within 30 days of the date of this decision, I order Mr. Jindrak to pay BC Hydro a total of \$4,568.37, broken down as follows:
  - a. \$4,393.37 in damages, and
  - b. \$175 in CRT fees.
24. BC Hydro is entitled to post-judgment interest, as applicable.
25. I dismiss Mr. Jindrak's counterclaim in SC-CC-2024-010771.
26. 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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Maria Montgomery, Tribunal Member