



Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bernier v. Froehler (dba Froehler Photography)*, 2026 BCCRT 178

BETWEEN:

RHYS BERNIER, HOPE GOUDSWARD BERNIER, and JOAN
BERNIER

APPLICANTS

AND:

MEGAN FROEHLER (Doing Business As FROEHLER
PHOTOGRAPHY)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alison Wake

INTRODUCTION

1. The applicants, Rhys Bernier and Hope Goudsward Bernier, hired the respondent, Megan Froehler (doing business as Froehler Photography), to photograph their wedding.

2. The third applicant, Joan Bernier, was not a party to the photography contract. None of the parties explained Mrs. Bernier's role in this dispute. In the absence of any such explanation, I dismiss Mrs. Bernier's claims. When I refer to the "applicants" in my decision below, I mean Rhys Bernier and Hope Goudsward Bernier. As the applicants share a last name, where relevant I refer to them by their first names, and I intend no disrespect by doing so.
3. The applicants say they were forced to terminate the parties' contract because the respondent created unbearable stress for them. They ask for a refund of the \$3,975.46 they say they paid the respondent.
4. The respondent says that the applicants breached the contract by cancelling the respondent's services. They deny owing any refund.
5. Rhys represents the applicants. The respondent is represented by a law student, Carter Burdett.

JURISDICTION AND PROCEDURE

6. 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.
7. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Here, I find I am able to fairly make a decision based on the evidence and submissions the parties provided. So, I decided to hear this dispute through written submissions.
8. 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.

ISSUE

9. The issue in this dispute is whether the respondent breached the parties' contract and, if so, whether they must refund the applicants the claimed \$3,975.46.

EVIDENCE AND ANALYSIS

10. In this civil proceeding, the applicants must prove their 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.

Background

11. On September 29, 2022, the parties entered into a contract for the respondent to photograph the applicants' August 26, 2023 wedding. The applicants agreed to pay the respondent \$2,880 for their photography package. I discuss the other relevant portions of the parties' contract in greater detail below.
12. The applicants paid the respondent a retainer of \$1,152 on October 3, 2022, and \$1,728 for the balance of the contract on July 1, 2023.
13. On August 18, 2023, wildfires broke out near the applicants' wedding venue in Kelowna. The City of Kelowna declared a state of emergency. On August 20, the applicants decided to move the wedding to Prince George.
14. On August 21, the parties agreed that the applicants would pay the respondent \$700 to travel to the wedding by rental car. The applicants sent the respondent a \$700 e-transfer the same day.
15. On August 23, the respondent sent Hope a message saying that they were concerned about their capacity to photograph the wedding after such a long drive. They asked if the applicants would be willing to pay an extra \$50 for a flight, plus \$100 for food. The applicants agreed. I discuss this further below.

16. The respondent booked a flight, which cost \$739.46. So, the applicants paid them an additional \$139.46 on August 24.
17. On August 25, the night before the wedding, Hope sent the respondent a message with a location where the applicants planned to take some photos. The respondent replied that they did not have a vehicle. They said that they would be dropped off at the first venue and picked up at the end of the night, but would need transportation between venues. Hope said that she assumed the respondent was able to borrow a vehicle from the family member they were staying with. The respondent said this was not an option.
18. Rhys replied to the respondent, as he said it was too stressful for Hope to communicate with them. He said the respondent's "constant breaches of trust" had upset Hope. Rhys asked the respondent not to contact Hope the next day.
19. The next morning, Rhys's father, M, called the respondent. The applicants provided a recording of the phone call in evidence. In the call, M told the respondent that the applicants no longer required their services. M said that the respondent was causing too much stress for Hope. M asked the respondent to refund the applicants \$1,500. The respondent refused. M and the respondent argued about the refund, and ultimately the respondent hung up.
20. The respondent did not photograph the wedding and has not refunded any of the applicants' payments. The applicants claim \$3,975.46, though the total amount they paid the respondent is only \$3,719.46. The applicants do not explain this discrepancy. Given my conclusion below, I find nothing turns on this.

The parties' contract

21. To decide whether the applicants are entitled to a refund, I begin with the parties' contract. The contract says that all retainer fees are non-refundable. The contract's termination policy says that the clients may terminate the agreement at any time in writing by email. It says that in that case, the respondent will keep the non-refundable retainer as liquidated damages.

22. The respondent argues, and the applicants acknowledge, that the applicants did not terminate the contract by email or in writing. So, I find the termination clause does not apply.
23. The contract also says that the respondent is not responsible for acts of God, natural disasters, an act of government such as a declaration of national or local emergency, or “other incidents not within the control of the consultant, i.e. accident, death in the family, illness, pregnancy, or sudden tragic circumstance.” The contract says “in such a situation, Froehler Photography will obtain, upon approval of the client, a qualified professional replacement to fulfill Froehler Photography’s obligations under the contract, at no additional charge to the client.”
24. The applicants say that because of the local state of emergency in Kelowna, the respondent was obligated to find them a new photographer at no additional cost. I disagree. I find the obligation to obtain a replacement would only arise if the respondent were unable to attend the wedding and fulfill the contract due to one of the listed circumstances. As the parties agreed that the respondent would travel to Prince George for the wedding, I find this term does not apply.
25. Under “Travel Fee Policy”, the contract says that weddings outside of the Okanagan Valley (Vernon to Penticton) are subject to travel fees. It says that the clients will be responsible for the respondent’s travel costs including, but not limited to, airline reservations, hotel reservations, local transportation, and a per diem food stipend. I return to this below.

Duress

26. I turn to the applicants’ arguments. First, the applicants say that the respondent denied their requests for a refund when they moved the wedding to Prince George. They say they felt “trapped” by the contract and that they had no choice but to agree to the respondent’s additional travel costs. I infer the applicants argue that they were under duress when they agreed to pay for the respondent’s travel.

27. If a party agrees to a contract under duress, the contract is not enforceable. To establish duress, the applicants must show that the respondent applied unfair, excessive or coercive pressure that put them in a position where they had no realistic alternative but to agree. See *Dairy Queen Canada, Inc. v. M.Y. Sundae*, 2017 BCCA 442.
28. I find the applicants have not shown that they were under duress when they agreed to pay the respondent's travel expenses. I acknowledge that the applicants asked about a refund on multiple occasions by text message, and I accept their undisputed submission that the respondent refused this in a phone call.
29. However, based on the text messages in evidence, I find the applicants only asked for the refund as an option for the respondent to consider if they could not attend the wedding in Prince George. They do not say that they asked to terminate the contract. Instead, the messages show that after some logistical discussion, the parties mutually agreed that the respondent would travel to Prince George by rental car for an additional \$700. Both parties expressed that they were happy with this arrangement.
30. Later, as noted, the respondent explained their concern about the long drive and how that may affect their capacity to photograph the wedding. They asked if the applicant would consider paying for a flight instead. They apologized for the change and said "let me know how this feels." While I acknowledge that the applicants' agreement to this change was reluctant, I find this is insufficient to establish duress. The applicants could have refused the respondent's request, or attempted to negotiate further. They did not do so, and I find they freely agreed to the new arrangement.
31. In summary, I find there is no evidence that the respondent unfairly pressured the applicants. So, I find the applicants have not shown that the contract was unenforceable due to duress.

Fundamental breach

32. The applicants also argue that their repeated negative interactions with the respondent made them uncomfortable with the idea of the respondent photographing their wedding. They say that a wedding photographer needs to have the bride and groom's full trust and confidence, and that they felt taken advantage of and extorted by the respondent's requests for additional money.
33. Although the applicants do not use this term, I infer they argue that the respondent fundamentally breached the parties' contract. A fundamental breach is a breach that destroys the contract's purpose and makes further performance of it impossible. See *Bhullar v. Dhanani*, 2008 BCSC 1202. A fundamental breach allows the non-breaching party to cancel the contract and sue for damages.
34. I accept that it was likely frustrating for the applicants to have to make many last-minute changes to their wedding plans, including the respondent's travel arrangements. However, I find the respondent's conduct does not amount to a fundamental breach of the parties' contract. As discussed above, I find the applicants ultimately agreed to the respondent's proposed travel expenses. So, I find the respondent did not fundamentally breach the contract by asking to fly instead of drive to the wedding.
35. Regarding the respondent's request for transportation from one venue to the other, I find this request reasonable. The respondent says, and the applicants do not dispute, that multiple vehicles would be travelling between the venues already. The applicants say that it is the photographer's responsibility to get themselves around on the wedding day, but I find this is not clear from the parties' contract. As noted above, the parties' contract says that the applicants would be responsible for local transportation costs. However, the contract is silent about who is responsible for arranging that transportation, and there is no evidence that the parties discussed how the respondent would be getting around. Both parties assumed that the other had arranged transportation. In light of this ambiguity, I do not find that the

respondent's request for transportation between venues amounted to a fundamental breach of the parties' contract.

36. Finally, the applicants also say that the respondent messaged them with these requests in the middle of Hope's bachelorette party and their rehearsal dinner, which caused undue stress at a time when they should have been celebrating. However, the text messages in evidence show that the respondent's messages were sent in response to messages from Hope, first asking for the respondent to tell them what they owed for the flight, and then sending the respondent the photo location. I find there is no evidence that the respondent intentionally timed their messages to interrupt the applicants' events.
37. In summary, while I accept that the unresolved tension between the parties may have made the applicants' wedding day uncomfortable, I find the applicants have not established that the respondent's conduct made performance of the contract impossible. So, I find the applicants have not established that they are entitled to a refund. I dismiss the applicants' claim.

CRT FEES AND EXPENSES

38. Under CRTA section 49 and the CRT's rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As the applicants were unsuccessful, I dismiss their claim for CRT fees. None of the parties claimed dispute-related expenses.

ORDERS

39. I dismiss the applicants' claims.

Alison Wake, Tribunal Member

