



# Civil Resolution Tribunal

Date Issued: February 13, 2026

File: SC-2024-010026

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bach v. Dennison*, 2026 BCCRT 259

BETWEEN:

RANDOLF JOHN BACH

**APPLICANT**

AND:

PATTI FAYE DENNISON and THELMA PRITCHARD

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Kristin Gardner, Vice Chair

## INTRODUCTION

1. The applicant, Randolph John Bach, bought a home from the respondents, Patti Faye Dennison and Thelma Pritchard. Mr. Bach says the respondents breached the parties' contract because the cook top and hot tub were not in proper working order and the respondents did not get the home professionally cleaned. Mr. Bach claims \$2,856.50 for these alleged deficiencies.

2. Mrs. Dennison says that the respondents disclosed the cook top's condition, and that they never agreed to repair it. She also says the hot tub was not leaking when the respondents moved out, and that they had the home professionally cleaned. So, Mrs. Dennison says Mr. Bach is not entitled to the requested compensation.
3. Thelma Prichard did not file a Dispute Response and is technically in default. However, I find from Mrs. Dennison's Dispute Response and submissions that she intended them to apply to Thelma Prichard as well. Noting the Civil Resolution Tribunal (CRT) has a mandate to be flexible and informal, I find Mrs. Dennison's Dispute Response and submissions apply to both respondents, and so Thelma Prichard is not in default.
4. Mr. Bach represents himself and Mrs. Dennison represents the respondents.

## **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. In resolving disputes, the CRT must apply principles of law and fairness. 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. Further, 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.

## **ISSUE**

8. The issue in this dispute is whether the respondents breached the parties' contract of purchase and sale, and if so, whether they owe Mr. Bach the claimed \$2,856.50.

## **EVIDENCE AND ANALYSIS**

9. As the applicant in this civil proceeding, Mr. Bach must prove his claims on a balance of probabilities, which means "more likely than not". I have read all the parties' submissions and evidence but refer only to what I find is necessary to explain my decision.
10. On February 25, 2024, the parties signed a contract of purchase and sale (CPS) for Mr. Bach to buy a home from the respondents. While the parties did not provide a complete copy of the CPS, they provided 2 relevant pages. The sale completed on June 11, 2024, and Mr. Bach took possession on June 15, 2024.
11. Clause 3 of the CPS listed terms and conditions that the parties specifically included in the purchase. One term said the respondents warranted that the items included in the purchase would be in proper working order as of the possession date. Another term said the respondents agreed to have the home professionally cleaned upon move out and before possession.
12. Clause 8 of the CPS said the property and all included items would be in substantially the same condition at the possession date as when viewed by Mr. Bach on February 23, 2024. The cooktop and hot tub, among other items, were all listed as included items.
13. On March 7, 2024, the parties signed an addendum to the CPS. In the addendum, the parties agreed to reduce the purchase price by \$21,000, and the respondents agreed to install a filtration system at their cost.

14. Mr. Bach says that when he took possession, the hot tub and cook top were not in working order. He also says the respondents did not have the home professionally cleaned. I address each of Mr. Bach's complaints below.

#### Hot tub

15. Mr. Bach says he did not use the hot tub until a few months after he took possession of the home, when he says he discovered it was leaking. He provided an estimate from North Western Spas, which he says was the company that originally installed the hot tub. The estimate says the hot tub was leaking from the light housing, caused by a crack in the light. It also says that based on "black and white mold on the wood frame", the leak had been present for over one year.

16. The respondents say the hot tub was only a year old and in working order when they moved out.

17. Mr. Bach did not explain what caused him to investigate a potential leak. Notably, Mr. Bach undisputedly obtained a property inspection before the completion date, though he did not provide a copy of it. I would expect that a property inspection would include an inspection of the hot tub.

18. The CRT may draw an adverse inference when a party fails to provide relevant evidence without a good explanation. An adverse inference is when the CRT assumes the party did not provide the evidence because it would not help their case or does not exist. I find it appropriate to draw an adverse inference here. This means that I find Mr. Bach likely did not provide the inspection report because it included an inspection of the hot tub but did not mention any leak.

19. Further, I find that determining how long the leak was present is something that requires expert evidence. The estimate Mr. Bach provided does not include the name of the person who prepared it, nor any statement about their qualifications. So, I find the estimate does not meet the requirements in CRT rule 9.4 to be

considered expert evidence. In other words, I do not accept the statement in the estimate as proof the hot tub was likely leaking for more than a year.

20. In the absence of any expert evidence, I find Mr. Bach has not proved the hot tub was not in proper working order as of the possession date, as required by the CPS. So, I dismiss this part of Mr. Bach's claim.

#### Cook top

21. Mr. Bach says the cook top had a severely cracked glass top, 2 burners not in working condition, and a missing cradle piece for the vent screen.
22. The respondents say that the stove top did work, but the 2 burners had to be manually lit because the starter did not work. They say that they mentioned this, and the cracked glass top, to Mr. Bach and his realtor when they viewed the property.
23. The respondents provided a March 5, 2024, email from Mr. Bach's realtor to the respondent's realtor about several items that arose during the property inspection. Included in the list of issues was that the burners were not working properly on the cook top. However, the realtor's primary concerns appeared to be piping and roof replacement work. Mr. Bach's realtor asked if the sellers, meaning the respondents, would agree to a credit toward the roof replacement "if the buyers cover the cost of the rest of the items". The parties signed the CPS addendum, agreeing to the \$21,000 price deduction, 2 days later.
24. Based on this email, I find Mr. Bach was aware of the issues with the cook top, and that he agreed the respondents were not responsible for fixing it because they agreed to a price reduction for roof repairs.
25. In any event, I am not satisfied that Mr. Bach has proved the cook top was not in working order. He provided a statement from the owner of A&H Appliance that noted the cook top had cracked glass, non-working ignitors, and a missing cradle vent screen, which together would likely cost \$1,200 plus tax to fix. They did not

break down this estimate. While they stated that “in [their] estimation” the cook top was not in proper working order, I find that statement is insufficient to find the respondents breached the CPS.

26. There is no indication that the cracked glass or missing cradle piece impacted the cook top’s functioning. While I accept that the ignitors did not work, the respondents say the burners could be lit manually, which Mr. Bach does not dispute. So, I find the cook top was in working order at the possession date, and I dismiss this claim.

#### Professional cleaning

27. Mr. Bach says that when he took possession of the home, he noticed dead insects on the window frames and floors, and that the floors were dirty, especially the tiles in the kitchen, entrance way, and master bathroom.
28. The only supporting evidence Mr. Bach provided was a receipt for a “professional deep cleaning” performed on July 6, 2024. The receipt did not mention the presence of insects or any other specific concerns with the home’s cleanliness. I also note it was 3 weeks after the possession date, and Mr. Bach did not explain the reasons for the delay.
29. Mr. Bach did not provide any photos or other supporting evidence that the respondents failed to have the home professionally cleaned after moving out, as required by the CPS.
30. The respondents say they did have the home cleaned professionally. They provided a receipt for a “move out clean” performed on June 13 and 14, 2024. It included 2 cleaners working for 7.5 hours each and a third cleaner working for 8.5 hours.
31. Based on the respondents’ receipt, I find that they complied with the CPS term to have the home professionally cleaned. I also find Mr. Bach has not proved the respondents left the home unreasonably dirty. So, I dismiss this part of his claim.

32. Given the above, I find Mr. Bach has not proved the respondents breached the CPS, and I dismiss his claims.
33. 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. As Mr. Bach was unsuccessful, I find he is not entitled to reimbursement of CRT fees. The respondents did not pay any fees, and no party claimed dispute-related expenses, so I make no order.

## **ORDER**

34. I dismiss Mr. Bach's claims.

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Kristin Gardner, Vice Chair