



Civil Resolution Tribunal

Date Issued: February 20, 2024

File: SC-2023-003613

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Gill v. A-1 Party Rentals Inc.*, 2024 BCCRT 156

B E T W E E N :

KARANVIR GILL

APPLICANT

A N D :

A-1 PARTY RENTALS INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This dispute is about rental charges for a wedding tent and related accessories.
2. Karanvir Gill rented a tent and other furnishings from A-1 Party Rentals Inc. (A-1) for his wedding. Mr. Gill says A-1 overcharged him for the rental. He claims \$3,000 for the overcharged amount.

3. A-1 denies Mr. Gill's claim. It says it was entitled to charge Mr. Gill more than the amount it initially quoted him because he asked for, and received, a larger tent that required additional accessories. Further, A-1 says Mr. Gill did not prepare the chairs and tables for pickup as required, so it was also entitled to charge him extra for that.
4. Mr. Gill is self-represented. A-1 is represented by its director, JB.

JURISDICTION AND PROCEDURE

5. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states 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.
6. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Some of the evidence in this dispute amounts to a "he said, it said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. Here, I find I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.
7. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in a court of law. The respondent provided website links to some of its policies in its Dispute Response. I find such evidence unreliable because website

content can change over time. Parties are also told during the CRT process not to submit website links. So, I did not attempt to access the embedded links.

8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

9. The issue in this dispute is whether A-1 overcharged Mr. Gill for his wedding tent and accessories rental, and if so, what is the appropriate remedy.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Gill, as the applicant, must prove his claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence but refer only to information I find necessary to explain my decision.
11. It is undisputed that around late October 2021, Mr. Gill contacted A-1 about renting a tent, tables, chairs, and other items for his wedding in August 2022. In November 2021, Mr. Gill booked the rental, including a 40 x 80 foot tent. The quote's total price was \$10,069.05. I find the signed quote became the parties' rental contract.
12. Mr. Gill says about a month before his wedding, an A-1 employee, T, contacted him to advise A-1 was no longer able to supply the 40 x 80 foot tent due to an issue with the tent liner (a functional or aesthetic material draped from the tent's ceiling). He says T told him A-1 could provide a 40 x 100 foot tent instead, and he agreed. Mr. Gill says he was not told there would be an extra charge for the larger tent and corresponding accessories, and he did not expect that there would be since the issue with the 40 x 80 foot tent liner was A-1's.
13. In contrast, A-1 says there was no issue with the 40 x 80 foot tent liner, and it was Mr. Gill who requested a larger tent. A-1 visited Mr. Gill's parents' home where the

wedding was to take place to ensure the larger tent would fit. After the wedding, A-1 charged Mr. Gill's credit card on file an extra \$1,500 plus tax for the larger tent.

14. In support of its position, A-1 provided phone call recordings between T and JB about visiting Mr. Gill's parents' home, and about whether the larger tent would fit. However, I find these recordings do not establish whether Mr. Gill requested the larger tent or whether A-1 offered it because there was a problem with the smaller tent's liner. A-1 also provided tent installation videos to show that if there had been a problem with the smaller tent, it would not have been possible to set up the larger one, since the tents are installed in segments. But, based on A-1's description of the segments available and used to build the 40 x 100 foot tent, I find it is not obvious A-1 could have provided the smaller tent and liner, and only provided the larger one at Mr. Gill's request.
15. However, the difficulty for Mr. Gill is that he has not provided documentary evidence to support his position. So, I am left with an evidentiary tie as to what each party says happened. As noted above, Mr. Gill bears the burden of proving his claim. Considering the information available, I find Mr. Gill has not shown it is more likely than not that A-1 offered him a larger tent because it could no longer supply the smaller one with a tent liner. A-1 also charged Mr. Gill an extra \$585 plus tax for the larger tent's liner, additional carpeting, and an additional chandelier. I find it is reasonable that a larger tent would require these additional accessories. In these circumstances, I find Mr. Gill has not proven he is entitled to reimbursement of the \$2,085 plus tax difference he paid for the larger tent and liner, additional carpeting, and additional chandelier.
16. I turn to the rest of Mr. Gill's claim. A-1 charged Mr. Gill \$514 plus GST to "teardown" 38 tables and 250 chairs that it says were not cleaned, folded, and stacked for collection. A-1 says it did this in accordance with its website policies, which, as already mentioned, I have not accessed online. However, just above Mr. Gill's signature on the quote, it says that by signing, a customer indicates they have read, understood, and agreed to the rental policies on A-1's website. While Mr. Gill says he

was never given a link to the policies, an email in evidence shows A-1 sent him a link on October 27, 2021, at the same email address Mr. Gill provided for this dispute. Further, the quote specifies that chairs must be folded and stacked prior to pickup, and that there is a cleaning charge for chairs that are returned wet or dirty. Mr. Gill does not dispute he had an obligation to clean, fold, and stack the tables and chairs for collection or risk an additional charge, only the amount of the charge. Based on all of this, I find Mr. Gill was contractually obliged to prepare the tables and chairs as described above for collection.

17. Mr. Gill denies returning dirty chairs, and says they and the tables “were in a general location and the majority of them were stacked” for pickup. He says not all were stacked because his reception party was going on, and stacking “was not the utmost priority”. Mr. Gill also says his décor company had not yet arrived to pick up its items when A-1 came to get its furnishings, but that most of the decorations had been moved out of the way. He says the little A-1 had to do to remove any remaining decorations did not warrant the amount it charged him.
18. I disagree. By his own admission, Mr. Gill did not prepare all of the tables and chairs for pickup as he was obliged to do. He provided no evidence of how many he did prepare. While A-1’s teardown rates are not in evidence, I find the \$514 charge was not clearly unreasonable in the circumstances, given A-1 undisputedly also had to deal with at least some decorations.
19. Mr. Gill says A-1 should not have charged the credit card it had on file for the extra expenses detailed above. He says it is unfair and deceitful for A-1 to rely on provisions “deep down into their website” for this. To the extent Mr. Gill says A-1 engaged in deceptive acts or practices contrary to the *Business Practices and Consumer Protection Act*, I note the CRT does not have jurisdiction to grant remedies for unfair practices under this legislation.
20. Having said all of this, I find A-1’s final invoice shows Mr. Gill overpaid for the rental, even allowing for the larger tent and teardown expenses. That invoice shows a total amount owing of \$12,215.95, including a \$650 discount. However, the invoice also

shows Mr. Gill paid \$12,943.95. A-1 does not say Mr. Gill is no longer entitled to the discount. So, I find Mr. Gill paid \$728 too much for the rental (which is \$650 plus tax), and A-1 must reimburse him that amount.

21. The *Court Order Interest Act* applies to the CRT. Mr. Gill is entitled to pre-judgment interest on the \$728 overpayment from September 15, 2022, the date around which A-1 undisputedly charged Mr. Gill's credit card the balance of the rental price, to the date of this decision. This equals \$43.18.
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. As Mr. Gill was partly successful, I find he is entitled to half his CRT fees, which is \$62.50. Mr. Gill did not claim dispute-related expenses.

ORDERS

23. Within 30 days of the date of this order, I order A-1 to pay Mr. Gill a total of \$833.68, broken down as follows:
 - a. \$728 in debt,
 - b. \$43.18 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$62.50 in CRT fees.
24. Mr. Gill is entitled to post-judgment interest, as applicable.
25. 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.

Megan Stewart, Tribunal Member