



Civil Resolution Tribunal

Date Issued: March 19, 2024

File: SC-2023-002376

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Nakagawa v. Northland Properties Corporation*, 2024 BCCRT 281

B E T W E E N :

MARI NAKAGAWA

APPLICANT

A N D :

NORTHLAND PROPERTIES CORPORATION

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. This dispute is about an alleged breach of a settlement agreement.
2. The applicant, Mari Nakagawa, says the respondent, Northland Properties Corporation (Northland), did not comply with a prior settlement agreement. Ms. Nakagawa says the agreement was confirmed in writing through emails, and was the

settlement of a prior Civil Resolution Tribunal (CRT) dispute, SC-2022-001651 (2022 Dispute). As a remedy for her claim, Ms. Nakagawa requests an order that Northland pay her \$5,000.

3. Northland says it was not a party to the settlement agreement, and is not bound by it. Rather, Northland says Ms. Nakagawa withdrew her claim against Northland in the 2022 Dispute.
4. Ms. Nakagawa is self-represented. Northland is represented by its in-house counsel, Rob Toor.

JURISDICTION AND PROCEDURE

5. These are the CRT's formal written reasons. The CRT has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states that 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. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
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. Did Northland breach a settlement agreement, and if so, what remedy is appropriate?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Ms. Nakagawa, as the applicant, must prove her claims on a balance of probabilities. I have read the parties' submitted evidence and arguments, but refer only to what I find relevant to provide context for my decision.
10. Ms. Nakagawa filed the 2022 Dispute in March 2022. She said she was skiing at a ski resort operated by Northland, and was hit by a snowboarder, Gabriel Parent. She initially claimed \$5,000 in damages against Northland and Mr. Parent.
11. In August 2023, a CRT member issued a decision on the merits of the dispute between Ms. Nakagawa and Mr. Parent, indexed as *Nakagawa v. Parent*, 2023 BCCRT 659. In that decision, the CRT member noted in paragraph 9 of his decision that CRT staff had advised that Ms. Nakagawa made a settlement agreement with Northland and withdrew her claim against it.
12. In *Nakagawa v. Parent*, the CRT member dismissed Ms. Nakagawa's claims. He found that Ms. Nakagawa had not proved that Mr. Parent was negligent.
13. In this new dispute, Ms. Nakagawa says Northland did not comply with the settlement agreement. Specifically, she says Northland did not provide all the documents it had agreed to provide as part of the settlement.
14. Northland provided a copy of the emails setting out the settlement agreement. Ms. Nakagawa did not suggest these emails were inaccurate or incomplete, and did not provide different evidence, so I accept that the emails accurately set out the agreement's terms, which are as follows.
 - a. Northland will pay Ms. Nakagawa \$1,000.
 - b. Northland will provide the CRT with copies of the following documents:
 - i. Original, unredacted, National Ski Area Accident Report 392639 including witness name and contact details
 - ii. Typed National Ski Area Accident Report of 392639

- iii. Weather and snow condition report 200313 for March 13, 14, and 15, 2020
 - iv. Ms. Nakagawa Skyride scan history for 2019/20 winter season.
 - c. Ms. Nakagawa will remove Northlands as a respondent to the dispute.
15. Further emails show Ms. Nakagawa agreed to these settlement terms on October 12, 2022.
 16. Ms. Nakagawa now says Northland did not provide the weather and snow report (report), contrary to the settlement agreement.
 17. Northland says it provided these documents twice, on October 18 and 27, 2022.
 18. I have reviewed the email correspondence Northland provided from October and November 2022. In an October 27, 2022 email to Northland, Ms. Nakagawa asked several questions about the provided documents, including, "Are the number[s] beside Date columns temperature in degree?" Northland responded on November 9, 2022, stating, "The numbers on the Snow and weather report for March 10, 2020 – March 18, 2020 under the Min and Max columns are temperatures."
 19. This question and answer are consistent with the columns and titles shown on the copy of the report provided as evidence in this dispute. In the report, there is a date column, and then various columns for times of day and daily snowfall. As set out in Northland's November 9, 2022 email, the numbers in the time columns document the temperature at each time of day. For example, 1.5, -5, -2, -6. I find Ms. Nakagawa could not have asked, "Are the number[s] beside Date columns temperature in degree?" if she had not seen a copy of the snow and weather report.
 20. Similarly, in her October 27, 2022 email, Ms. Nakagawa asked, "Can you tell me what does Report document 'M' mean on March 13th raw?" The copy of the report in evidence shows that in the row for March 13, the maximum and minimum temperatures are recorded as "M". Again, I find Ms. Nakagawa could not have asked this question on October 27 if she had not seen the report.

21. I find this email exchange establishes that Northland sent Ms. Nakagawa copy of the agreed-upon weather and snow report on or before October 27, 2022. This means Northland did not breach the settlement agreement.

22. For these reasons, I dismiss Ms. Nakagawa's claim.

20. Ms. Nakagawa paid no CRT fees, and neither party claims dispute-related expenses. So, I award no reimbursement.

ORDER

22. I dismiss Ms. Nakagawa's claims and this dispute.

Kate Campbell, Tribunal Member