



Civil Resolution Tribunal

Date Issued: August 2, 2024

File: SC-2023-003461

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Zhang v. Firework Productions Ltd.*, 2024 BCCRT 745

B E T W E E N :

YIWEI ZHANG

APPLICANT

A N D :

FIREWORK PRODUCTIONS LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. This is a dispute about a refund for a booth rental at the 2020 Richmond Night Market.

2. The applicant, Yiwei Zhang, says she paid \$9,100 to rent a booth from the respondent, Firework Productions Ltd. (Firework). She says Firework only refunded \$6,475 when the market was cancelled. She claims \$2,625.
3. Firework says the market was cancelled by the provincial government due to the COVID-19 pandemic and so it does not have to refund her payments. It also says that Mrs. Zhang agreed to a settlement of \$6,475.
4. Mrs. Zhang is self-represented. Fireworks manager represents it.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. 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. 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 that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary.
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. Where permitted by CRTA section 118, 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 Firework owes Mrs. Zhang \$2,625, or some other amount, for refund of payment for a booth at a cancelled event.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mrs. Zhang must prove her claim on a balance of probabilities, meaning more likely than not. Mrs. Zhang provided no evidence or submissions apart from the Dispute Notice filed at the outset of this proceeding, although she was provided the opportunity. I have considered the Dispute Notice, Dispute Response, and Firework's submissions and evidence, but refer only to the evidence and argument that I find relevant to explain my decision.
11. Mrs. Zhang says she paid Firework \$9,100 to rent a booth at the 2020 Richmond Night Market. She says the contract did not say the cost for the booth included a non-refundable deposit or administration fee. She says Firework only refunded \$6,475, and claims the difference of \$2,625. Firework agrees that Mrs. Zhang rented a booth for the market. It says she paid \$9,041.
12. The parties signed the application and deposit agreement on November 15, 2019. Mrs. Zhang initialled each page. The parties agree Mrs. Zhang paid a \$1,500 deposit.
13. The deposit agreement provides that:
 - a. Firework would hold the deposit until October 12, 2020 (the end of the market) as security for damage caused by the vendor, breach of the agreement by the vendor, or breach of the policies or written directives.
 - b. In certain circumstances that do not apply to this dispute, Firework could retain any amounts paid to it as liquidated damages.
 - c. Firework reserved the absolute right to cancel, change the hours of, or change the market's location.

- d. The deposit or a portion of it will be refunded if no breach had occurred at the end of the agreement, or Firework cancels or moves the entire market.
14. The parties signed a merchandise vendor application and contract on February 18, 2020. The vendor contract provided that the full cost of the rental was \$8,841 including taxes, less the \$1,500 deposit paid, plus a \$300 refundable damage deposit. The total amount due from Mrs. Zhang was \$7,641.
15. The vendor contract shows Mrs. Zhang paid \$7,600, and had an unpaid balance of \$41. This is consistent with Mrs. Zhang's statement that she paid a total of \$9,100. Firework says Mrs. Zhang paid \$7,641, and a total of \$9,041. While these differences are not explained, it does not matter given my decision.
16. The vendor contract says that all money paid by Mrs. Zhang to Firework is non-refundable unless the entire market is cancelled by Firework. It also says that Firework can cancel the market without liability if the cancellation is caused by regulations or laws of any government.
17. Firework says that on March 17, 2020, the *Public Health Act* (PHA) COVID-19 order limited public gatherings to 50 people. In effect, this cancelled the market. Mrs. Zhang agrees the market was cancelled due to COVID-19.
18. Firework says that after the cancellation, it offered Mrs. Zhang three options:
- a. Apply the money paid to the 2021 market,
 - b. Use \$5,000 as a deposit to the 2021 market, pay a \$1,000 administrative fee plus GST, and receive the remaining amount as a refund, or
 - c. Pay a \$2,500 administrative fee plus GST, and receive the amount of \$6,475 as a refund.
19. Firework says Mrs. Zhang chose to receive a \$6,475 refund. It says that after Mrs. Zhang agreed to the settlement, she came to their office and picked up a cheque. Firework provided a copy of the cancelled March 30, 2022 cheque payable to Mrs.

Zhang in the amount of \$6,475. The cheque was deposited and cleared Firework's bank account on the same day. Mrs. Zhang agrees she received the refund.

20. Mrs. Zhang did not provide any submissions denying that she agreed to the settlement agreement. She did not respond to any of Firework's allegations or evidence. I find the evidence is consistent with Mrs. Zhang accepting \$6,475 as a settlement for the cancelled market. As a result, she is not entitled to any further refund.

21. I dismiss Mrs. Zhang's claim.

Fees and Dispute-Related Expenses

22. Under CRTA section 49 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. However, neither party paid CRT fees or claimed dispute-related expenses.

ORDER

23. I dismiss Mrs. Zhang's claim and this dispute.

Deanna Rivers, Tribunal Member