



Civil Resolution Tribunal

Date Issued: August 26, 2024

Date Amended: August 28, 2024

File: SC-2023-010294

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Upstage Redesign and Decor v. Bingley*, 2024 BCCRT 826

B E T W E E N :

UPSTAGE REDESIGN AND DECOR

APPLICANT

A N D :

LISA BINGLEY

RESPONDENT

AMENDED¹ REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. This is a dispute about repayment of consulting fees.
2. The applicant, Upstage Redesign and Decor (Upstage), says it paid the respondent, Lisa Bingley, to provide staging and destaging services, but they did not complete the service. Upstage claimed a \$1,900.28 refund, but in submissions reduced its claim to \$1,506.53 to account for payments made directly by Ms. Bingley.
3. Ms. Bingley says they paid some costs directly, and the remaining amount claimed is unreasonable.
4. Upstage's owner represents it. Ms. Bingley is self-represented.
5. The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns to ensure that the CRT respectfully addresses them throughout the process, including in published decisions. Ms. Bingley did not provide their pronouns so I will refer to them with gender neutral pronouns throughout this decision, intending no disrespect.

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 *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.
7. 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.

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 Ms. Bingley owes Upstage \$1,506.53, or some other amount, for repayment of consulting fees.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant Upstage must prove its claim on a balance of probabilities, meaning more likely than not. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to explain my decision.
11. Both parties made submissions about invoices and payments of a consultant not involved in this dispute. I reviewed the evidence concerning this and found it was not relevant to the issue in this dispute.
12. The main facts are not disputed:
 - a. Ms. Bingley worked as Upstage's consultant for about five years, providing staging and destaging services to its clients.
 - b. Ms. Bingley resigned without notice on August 15, 2023.
 - c. There were 3 clients' addresses that had not been destaged when Ms. Bingley left.
 - d. Ms. Bingley had been paid the full fee for the 3 partially completed addresses.

13. Neither party provided a written contract for services. While it is undisputed they had an agreement that Ms. Bingley would provide consulting services for Upstage, neither party says that there was agreement of the allocation of services with respect to the fees.
14. I find by resigning, Ms. Bingley repudiated the consulting services contract with Upstage. Repudiation is a type of breach of contract where one party indicates to another that they no longer intend to be bound by the contract. See *Mantar Holdings Ltd. v. 0858370 B.C. Ltd.*, 2014 BCCA 361, paragraph 11. Upstage accepted the repudiation, and is claiming damages for the breach.
15. Upstage provided billing information sheets, Ms. Bingley's invoices, and bank statements confirming payment to Ms. Bingley for each of the 3 addresses. These documents show Ms. Bingley invoiced and was paid consulting fees of \$4,451.55 plus moving fees of \$1,623.20, for a total of \$6,074.75. Ms. Bingley does not dispute receiving this amount.

Moving Fee

16. The evidence shows that Upstage paid Ms. Bingley a moving fee for each client's address, and Ms. Bingley was responsible to arrange movers for each of the staging and destaging process.
17. Upstage's claim is for half of the moving fees paid, I infer for the destaging move for each of the 3 addresses. Ms. Bingley says they paid the movers for destaging of 2 addresses and provided a cancelled cheque for \$630. I infer that Ms. Bingley is saying they owe half the moving fee for the destaging move for 1 address. The invoices show Upstage paid Ms. Bingley a \$150 moving fee for that address, so half is \$75.
18. Upstage does not dispute that Ms. Bingley paid the movers for 2 of the remaining clients' addresses.
19. I find Ms. Bingley owes Upstage \$75 for half of the moving fee for the third address.

Consulting Fees

20. Upstage¹ says consulting services include picking furniture, accessories, and artwork from the warehouse (and I infer some rental furniture), packing, delivery to the address, set up or staging the items, take down or destaging, re-packing the items, delivery to the warehouse, unpacking, and restocking. Ms. Bingley agrees with the general tasks.
21. Upstage says it allotted the consultant fee 20% to picking, 40% to staging, and 40% to destaging. As Ms. Bingley did not complete the destaging, it claims 40% of the \$4,451.55 consulting fee. This would be \$1,780.62.
22. Upstage says that 40% of the fee is what it would pay a consultant to destage, if that was the only work the consultant was hired to complete. Upstage provided a sample invoice from another consultant. I do not find this reliable evidence, as the example provided was dated after August 2023. There is no evidence that the fee allotment was its practice before Ms. Bingley resigned.
23. Ms. Bingley says that the allotment was not calculated reasonably. They provided an outline of the tasks involved, including time spent with the client, at the warehouse picking appropriate items, and staging those items in the home. They say a realistic allotment of the work would be 40% to picking, 40% to staging, and 20% to destaging, because the picking and staging are the most demanding and time-consuming parts of the process.
24. Ms. Bingley provided a 2018 invoice for destaging, showing their fee at that time was \$100. Upstage disputes the document's authenticity. I place no weight on this document as it was years prior to the disputed fees, and there is no sign it was delivered or paid.
25. I infer that Ms. Bingley says they owe Upstage for 20% of the \$4,451.55 consulting fees for the 3 addresses. This would be \$890.31.

26. I find it reasonable that it would take more time and effort to pick items, arrange delivery, and set up a staged home than to destage the same home and return items to the warehouse and restock them. However, I do not have any evidence of time spent on these tasks at these client's addresses.

27. So, on a judgment basis, I find Ms. Bingley owes Upstage \$1,100 for overpaid consulting fees.

Summary

28. In summary, I find that Ms. Bingley owes Upstage \$75 for moving fees and \$1,100 for consulting fees, for a total of \$1,175.

Interest

29. The *Court Order Interest Act* applies to the CRT. Upstage is entitled to pre-judgment interest on the \$1,175 debt from August 15, 2023, the date Ms. Bingley gave notice, to the date of this decision. This equals \$61.70.

Fees and Dispute-related Expenses

30. 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. I find Upstage is entitled to reimbursement of \$125 in CRT fees. It did not claim dispute-related expenses.

31. Ms. Bingley did not pay fees or claim dispute-related expenses.

ORDERS

32. Within 21 days of the date of this order, I order Ms. Bingley to pay Upstage a total of \$1,411.70, broken down as follows:

- a. \$1,175 in damages,

- b. \$61.70 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$175 in CRT fees.

33. Upstage is entitled to post-judgment interest, as applicable.

34. This is a validated decision and order. Under CRTA section 58.1, 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.

Deanna Rivers, Tribunal Member

1 Paragraph 20 was amended to correct an accidental typographical error under the authority of the *Civil Resolution Tribunal Act* section 64.