



Civil Resolution Tribunal

Date Issued: December 18, 2024

File: SC-2023-010234

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Camele v. Choi*, 2024 BCCRT 1283

B E T W E E N :

DANNY CAMELE

APPLICANT

A N D :

TSZ YAN CHOI and CHEN ZHOU

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. The applicant, Danny Camele, is a real estate agent. Mr. Camele represented a seller who sold a property to the respondents, Tsz Yan Choi and Chen Zhou.

2. After their purchase, the respondents complained about Mr. Camele to his managing broker. Mr. Camele says he had to retain a lawyer to defend himself, for which he claims \$705.60 in legal fees. Mr. Camele also seeks \$500 for his time responding to the complaint and to a separate Civil Resolution Tribunal (CRT) claim that the respondents in this dispute brought against the seller. Mr. Camele represents himself.
3. The respondents say their complaints were legitimate and they are not responsible for Mr. Camele's decision to hire a lawyer. The respondents represent themselves.
4. As I explain below, I dismiss Mr. Camele's claim.

JURISDICTION AND PROCEDURE

5. These are the CRT's formal written reasons. The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
6. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Based on the evidence and submissions provided, I am satisfied that I can fairly decide this dispute without an oral hearing.
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 court.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to pay money, return personal property, or do things required by an agreement about personal property or services.

ISSUES

9. The issues in this dispute are:
 - a. Is Mr. Camele entitled to reimbursement of his legal fees?
 - b. Is Mr. Camele entitled to compensation for his time spent responding to the complaint letter or the other CRT dispute?

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Mr. Camele must prove his claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
11. In 2023, the respondents purchased a home. Mr. Camele was the seller's real estate agent. The respondents had their own real estate agent, LC. On May 12, 2023, the respondents took possession of the home and had an inspection done. They say the inspection noted various defects and the home was not professionally cleaned. That is the subject of another CRT dispute.
12. On May 31, 2023, the respondents wrote to Royal LePage West Real Estate Services, which Mr. Camele refers to as his managing brokerage. The respondents complained about Mr. Camele's "poor service", "horrible communication", and overall lack of professionalism. For the most part, their letter referred to alleged breaches of contractual obligations belonging to the seller. At one point in the letter, the respondents said although they would "never suspect anyone with this idea [...] an idea of racism has been starting to spout." They concluded by saying that if there was no action or response, they would file a complaint with the BC Financial Services Authority.
13. Mr. Camele provides a copy of what appears to be his response letter, although it is undated and he does not say when or if he sent it. In the response letter, Mr.

Camele reminded the respondents that he was not their agent and that his duty of care and fiduciary obligations remained with his client, the seller. He encouraged the respondents to speak to LC and seek independent legal advice.

14. Mr. Camele also provides a string of emails with DE, his managing broker. The emails included DE's "planned response" to the respondents' complaint letter. DE's email largely echoes Mr. Camele's letter. There is no evidence that DE sent this email, but the respondents do not deny receiving it. So, I acknowledge that both Mr. Camele and DE spent time preparing responses to the respondents' complaint letter.
15. Mr. Camele does not clearly articulate the legal basis of his claim, but he does mention the terms "defamation" and "slander". Defamation is a common law tort (legal wrong). The two forms of defamation are slander (spoken) and libel (written). CRTA section 119 says the CRT does not have jurisdiction to resolve claims about slander or libel. CRTA section 10(1) says the CRT must refuse to resolve a claim that is not within its jurisdiction. So, to the extent that Mr. Camele's claim is about defamation, I refuse to resolve it.
16. To extent that Mr. Camele's claim is about something other than defamation, I dismiss it. I agree with Mr. Camele that he owed his obligations to his client, the seller, not the buyers. I also agree that the respondents' letter appears to misplace the blame for alleged contractual breaches on Mr. Camele rather than the seller. However, I find the misplaced blame likely arose out of ignorance rather than ill will toward Mr. Camele. I find there is no legal basis to order the respondents to reimburse Mr. Camele for the legal fees he incurred seeking advice on how to respond to the letter, or for his time spent writing the response.
17. In submissions, Mr. Camele says the respondents' accusations are false and should be "redacted, rescinded and removed from public record." The CRT generally cannot order a party to do or stop doing something, which is known in law as injunctive relief. So, to the extent that Mr. Camele asks me to order the respondents to retract their statements, I do not have that authority.

18. The remainder of Mr. Camele's claim is for compensation for time spent responding to the related CRT dispute that the respondents started against the seller. It is not clear why Mr. Camele represented the seller in that dispute. He does not point to any source of obligation. In any event, dispute-related expenses must be claimed in the dispute to which they relate, by the party that incurred them. Further, Mr. Camele provided no evidence about his time spent. Lastly, CRT rule 9.5(5) says that compensation for "time spent" is only awarded in extraordinary circumstances, which are not present here. For all these reasons, I dismiss Mr. Camele's claim.
19. Under CRTA section 49 and the CRT rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. The respondents were successful but did not pay CRT fees. I dismiss Mr. Camele's claim for CRT fees. Neither party claims dispute-related expenses.

ORDERS

20. To the extent that Mr. Camele's claim is about defamation, I refuse to resolve it.
21. To the extent that Mr. Camele's claim is not about defamation, I dismiss it.

Micah Carmody, Tribunal Member