



Civil Resolution Tribunal

Date Issued: December 11, 2017

File: SC-2017-002608

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *GHA Sandhu Trucking v. NRS Contracting Ltd.*, 2017 BCCRT 133

B E T W E E N :

GHA Sandhu Trucking

APPLICANT

A N D :

NRS Contracting Ltd.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Maureen E. Baird

INTRODUCTION

1. The applicant, GHA Sandhu Trucking, provided trucking services to the respondent, NRS Contracting Ltd., between December 1, 2016 and February 2, 2017. The applicant issued two invoices for these services. Invoice 0036 for services provided in December, 2016 is for a total of \$2,152.50. Invoice 0041, for

services provided in February, 2017 is for a total of \$840.00. The applicant claims from the respondent the \$2,992.50 total of these 2 invoices, plus reimbursement of tribunal fees of \$175.00.

2. Both the applicant and the respondent were self-represented. The applicant was represented by its owner, Mr. Gurinder Sandhu. The respondent was represented by its director, Ms. Sukhdeep Dhaliwal.

JURISDICTION AND PROCEDURE

3. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 3.1 of the *Civil Resolution Tribunal Act* (Act). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
4. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions because I find that there are no significant issues of credibility or other reasons that might require an oral hearing.
5. The tribunal 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 tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
6. Under tribunal rule 121, in resolving this dispute the tribunal may make one or more of the following orders:
 - a. order a party to do or stop doing something;
 - b. order a party to pay money;

- c. order any other terms or conditions the tribunal considers appropriate.

ISSUES

7. Is GHA Sandhu Trucking entitled to be paid some or all of the amount it has claimed from NRS Contracting Ltd.?

EVIDENCE AND ANALYSIS

8. An applicant bears the burden of proving their claim on a balance of probabilities. I have addressed the evidence and arguments only to the extent needed to explain my decision.
9. The Dispute Response filed by the respondent says that it disagrees with the applicant's description of the claim and states "We are not refusing to pay, we are unable to pay because there are no funds available." The evidence of the respondent is found in a series of emails between the respondent's director Sukhdeep Dhaliwal and the tribunal case manager.
10. A search of NRS Contracting Ltd. confirms that Ms. Dhaliwal is its sole director. The search also discloses that the correct name of the company is NRS Contracting Ltd. and in these reasons I will refer to it by that name.
11. Ms. Dhaliwal says that although the respondent company was started "under her name" the company was operated by her husband with little or no participation by her or knowledge of company affairs. Ms. Dhaliwal does not say that the services were not provided by the applicant or that the monies claimed are not owing. Rather, she says that the respondent company has no assets to pay the applicant, or anyone.
12. The applicant produced copies of the invoices it says were delivered to the respondent. The applicant also produced the work orders supporting each of the entries on the two invoices. Payment for the two invoices was due February 15,

2017 and April 15, 2017. The invoices do not have any provision for interest to be payable on overdue accounts.

13. The applicant says, and I accept, that no payment has been received for the services provided to the respondent. The respondent does not dispute this statement.
14. Based on the evidence presented, I find that the applicant has proved, on a balance of probabilities, that it provided services to the respondent, billed for those services and received no monies for the services provided. The applicant is therefore entitled to payment of the outstanding balances in the total amount of \$2,992.50.

ORDERS

15. I order that within 30 days of this decision:
 - a. The respondent NRS Contracting Ltd. pay to the applicant GHA Sandhu Trucking the amount of \$2,992.50 plus court ordered interest in the amount of \$13.77, calculated from April 15, 2017.
 - b. The respondent reimburse the applicant for tribunal fees in the amount of \$175.00.
16. Under section 48 of the Act, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.
17. Under section 58.1 of the Act, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed,

a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Maureen E. Baird, Tribunal Member