



Civil Resolution Tribunal

Date Issued: March 7, 2018

File: SC-2017-003753

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Kelownas T.N.T. Trucking v. Ekodwell Developments Inc.*, 2018 BCCRT 67

B E T W E E N :

Kelownas T.N.T. Trucking

APPLICANT

A N D :

Ekodwell Developments Inc.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. The applicant, Kelownas T.N.T. Trucking, seeks payment of \$761.25 for firewood hauling performed in March and April 2017. The applicant says the respondent, Ekodwell Developments, failed to pay.

2. Both parties are self-represented.

JURISDICTION AND PROCEDURE

3. These are the formal written reasons of the 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. Neither party requested 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: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

ISSUES

7. The issue in this dispute is whether the respondent must pay \$761.25 for firewood hauling.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.

Firewood Hauling

9. The applicant says the respondent hired them to haul firewood on March 25, 2017 and April 15, 2017, and has not paid invoiced amounts of \$761.25 for the work performed.
10. The respondent agrees that the firewood hauling was performed. However, he says he previously purchased a bobcat loader (bobcat) from the applicant, and the agreed-upon price for the bobcat included a verbal agreement that the applicant would do several deliveries at their expense.
11. The applicant provided an invoice for the bobcat, which shows that it was purchased on October 18, 2016 for \$19,000 plus tax. There is no indication on the invoice, or in the text messages provided by either party, that there was any agreement that part of the purchase contract for the bobcat involved free hauling. While the respondent says this was a verbal agreement, the evidence does not support that conclusion. For example, there is no indication of when such an agreement was reached, or how many deliveries were to be performed. While the applicant's text messages mention a "misunderstanding" and a "mistake", it is unclear what those statements refer to.
12. For those reasons, I find there was no verbal or written agreement between the parties that the bobcat purchase contract included free firewood hauling.
13. The respondent's text messages and submissions indicate that he was unsatisfied with the condition of the bobcat after he purchased it. However, since those concerns arose after the bobcat purchase was completed, I find they do not

change the original purchase contract, or the respondent's obligation to pay for firewood hauling.

14. In summary, I find there was no agreement between the parties that the respondent was entitled to free firewood hauling, so he must pay the invoiced amount of \$761.25.
15. Under section 49 of the Act, and the tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees. As the applicant was successful in this dispute, I order that the respondent pay the applicant \$125 as reimbursement for tribunal fees. There were no dispute-related expenses claimed.
16. The applicant is also entitled to pre-judgment and post-judgment interest under the *Court Order Interest Act* (COIA), as set out below in my order.

ORDERS

17. I order that within 30 days of this decision, the respondent pay the applicant a total of \$890.99, comprised of:
 - a. \$761.25 for firewood hauling, plus \$4.74 in pre-judgment interest under the COIA, and
 - b. \$125 as reimbursement of tribunal fees.
18. The applicant is entitled to post-judgment interest under the COIA.
19. 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.

20. 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.

Kate Campbell, Tribunal Member