



Civil Resolution Tribunal

Date Issued: June 21, 2018

File: SC-2017-005013

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Harris v. Whitehead*, 2018 BCCRT 274

B E T W E E N :

Julian Harris

APPLICANT

A N D :

Jamie Whitehead

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. The applicant Julian Harris says the respondent Jamie Whitehead has failed to pay him \$500 for building a customized website for her counselling practice, as they agreed. The respondent says the website was never completed, and that while there was no agreed timeline, a period of over 6 months is unreasonable. The parties are self-represented.

JURISDICTION AND PROCEDURE

2. 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.
3. 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, and I note that neither party requested an oral hearing.
4. 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.
5. Under tribunal rule 126, 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

6. The issue in this dispute is to what extent, if any, the respondent owes the applicant \$500 for completion of a business website?

EVIDENCE AND ANALYSIS

7. 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.

8. It is undisputed that the parties had an oral agreement in mid May 2016 that the applicant would design a customized website for the respondent's counselling practice. It is also undisputed that the parties agreed that the respondent would pay the applicant \$500 for the website "upon completion". It is also undisputed that by January 2017 the respondent had decided not to use the applicant's website content.
9. The parties submitted a significant amount of evidence and submissions detailing what the respondent wanted, what the applicant produced, and the respondent's feedback. Contrary to the respondent's submission, I find she did not just ask for a simple website.
10. Instead, I agree with the applicant that the respondent had a variety of requirements, some of which changed over time. On several occasions through July 2016 the respondent sent the applicant various websites for his review, as examples of what she liked, what she disliked, and what she considered "meh". In July and August, the parties also actively communicated back and forth about the website.
11. On October 17, 2016, the applicant sent finalized website content to the respondent. The respondent replied she would have a look at it, and added "Thanks for all the work!" The parties continued to banter back and forth on Facebook, and at no time did the respondent say she was unhappy with the applicant's work.
12. The respondent says that on October 20, 2016, the website was completed, save for "pressing a button" to link it to her website, once the respondent approved the final content. On October 22, 2016, the applicant expressly told the respondent they could have her site up and running "tomorrow night", though he might want to tweak it a bit over the next while as well.
13. There was no stipulated timeline for the website's completion, which is undisputed. Based on the evidence before me, I agree the respondent provided the completed

website, as agreed, by October 22, 2016. I find it is significant that the respondent never raised concerns about the applicant's website until January 15, 2017 when the applicant requested payment, except for possibly having shading altered on one design element, something that I accept could easily have been done as the applicant told her.

14. The fact that the respondent ultimately decided she did not want to use the applicant's website is unfortunate, but it does not alter her obligation to pay the applicant for the website he completed as per their agreement.
15. In summary, I find that the respondent must pay the applicant \$500 for the website he completed for her. The applicant is entitled to pre-judgment interest on that amount under the *Court Order Interest Act* (COIA), from January 15, 2017, the date the applicant requested payment.
16. In accordance with the Act and the tribunal's rules, I find that the successful applicant is entitled to reimbursement of \$125 in tribunal fees.

ORDERS

17. Within 14 days of the date of this decision, I order the respondent to pay the applicant a total of \$631.19, broken down as follows:
 - a. \$500 as payment of the applicant's work on the respondent's website,
 - b. \$6.19 in pre-judgment interest under the COIA, and
 - c. \$125 in tribunal fees.
18. The applicant is also entitled to post-judgment interest, as applicable.
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.

Shelley Lopez, Vice Chair