



Civil Resolution Tribunal

Date Issued: August 8, 2018

File: SC-2017-006763

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Blair GolfStar Canada Inc. v. Sun Rivers Golf Course Ltd.*,

2018 BCCRT 429

BETWEEN:

Blair GolfStar Canada Inc.

APPLICANT

AND:

Sun Rivers Golf Course Ltd.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. The respondent, Sun Rivers Golf Course Ltd, purchased various golf-related items from the applicant, Blair GolfStar Canada Inc., in 2016. The applicant seeks

payment of \$4,085.45 in unpaid invoices, plus contractual interest at 19.56% per year. Both 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, because I find that there are no significant issues of credibility or other reasons that might require 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 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

6. The issue in this dispute is whether the applicant is entitled to payment of:
 - (a) the outstanding invoices,
 - (b) interest, and
 - (c) reimbursement of tribunal fees and related expenses.

EVIDENCE, SUBMISSIONS AND ANALYSIS

7. In a civil claim such as this the burden is on the applicant to prove its claim on a balance of probabilities.
8. On 7 occasions between March 16 and August 4, 2016 the respondent purchased golf equipment and golf course related items from the applicant. The applicant produced copies of each of the 7 invoices which set out the amounts owed for each invoice, including sales tax. The total amount of all 7 invoices is \$3,213.26.
9. Each invoice, apart from a July 21, 2016 invoice, identified a due date for payment for that invoice. The due date was the first business day following 21 days after the invoice date, referred to as “net 21 days”. Although the July 21, 2016 invoice does not provide a due date I find that the respondent ought to have known that it was due within “net 21 days”, as invoices both before and after that date set out those terms of payment.
10. On January 27, 2017 the applicant emailed the respondent a copy of the overdue outstanding account, a copy of which was not provided to me. On January 28, 2017 the respondent advised that it hoped to be able to clear up the account shortly. On March 22, 2017 the respondent advised the applicant that it could not issue payment for the outstanding account as there were cash issues.
11. The applicant issued a March 31, 2018 statement of account, which lists the amount of each invoice, plus \$1,185.60 in interest. The statement indicates that

interest is charged at 19.56% per year, compounded daily on balances over 30 days old. None of the seven invoices provide any indication that interest would be charged on unpaid amounts.

12. The applicant seeks payment of \$4,085.45 for payment of the invoices, plus interest, as well as reimbursement of \$175 in tribunal fees and \$11.34 for the cost of serving the respondent.
13. The respondent does not dispute the amount claimed by the applicant. It says that it has no funds to pay the debt, as the golf course has been sold and all proceeds were used to satisfy secured bank debts. While I acknowledge the respondent's stated inability to pay the debt, that fact is irrelevant to my decision.
14. I am satisfied that the respondent owes the applicant \$3,213.26, which is the total of the principal amounts on the 7 outstanding invoices.
15. What about interest? The invoices do not set out that interest will be added to outstanding amounts, or that the applicant would add a yearly interest rate of 19.56% to outstanding amounts. There is no evidence before me indicating that the respondent was made aware of the interest rate charged by the applicant until after the claim was filed. I am not satisfied that there was an agreement between the parties as to when interest would be charged and at what rate. As such, I find that the respondent is not responsible for payment of the \$1,185.60 of interest charged by the applicant.
16. However, under the *Court Order Interest Act* (COIA), the respondent is required to pay interest on the principal amounts owed from the time the cause of action arose until the date of judgment. I find that the cause of action for each invoice arose on its due date or, in the case of the July 21, 2016 invoice, net 21 days after the date of the invoice. Considering the principal amount of each invoice and the due date of each invoice, I calculate the total amount of prejudgment interest on all 7 invoices to be \$57.67.

17. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find the applicant was substantially successful and is entitled to reimbursement of \$175 in tribunal fees and \$11.34 in dispute-related expenses.

ORDERS

18. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$3,457.27, broken down as follows:
 - a. \$3,213.26 as payment for the outstanding invoices,
 - b. \$57.67 in pre-judgment interest under the COIA, and
 - c. \$186.34, for \$175.00 in tribunal fees and \$11.34 for dispute-related expenses.
19. The applicant is entitled to post-judgment interest under the COIA, as applicable.
20. 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.

21. 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.

Sherelle Goodwin, Tribunal Member