



# Civil Resolution Tribunal

Date Issued: October 10, 2018

File: SC-2018-000584

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *0907481 BC Ltd v. Triocean Homes And Realty Development Co. Ltd.*,  
2018 BCCRT 600

B E T W E E N :

0907481 BC Ltd

**APPLICANT**

A N D :

Triocean Homes And Realty Development Co. Ltd.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. The applicant, 0907481 BC Ltd, says the respondent, Triocean Homes And Realty Development Co. Ltd., used its services to store and transport 2 crates from Texas

to Richmond, BC. The applicant says the respondent paid 1 invoice but refuses to pay the 2<sup>nd</sup> invoice that has charges incurred due to the delivery site being unable to accept delivery upon arrival, which caused additional charges in driver and crane time. The applicant seeks \$945 for its outstanding invoice.

2. The respondent says the applicant, which does business as “Pacific Warehousing”, failed to provide information about the loading delay that occurred at the applicant’s warehouse, and that the delay is not the respondent’s responsibility as it did not approve the additional charges. The applicant is represented by Mike Hamilton, a principal or employee. The respondent is represented by Cuilin Yang, a principal or employee.

## **JURISDICTION AND PROCEDURE**

3. These are the tribunal’s formal written reasons. 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 find I am able to fairly resolve this dispute based on the documentary evidence and written submissions before me. An oral hearing is not necessary.
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 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.

## **ISSUE**

7. The issue in this dispute is to what extent, if any, the respondent owes the applicant \$945 for the applicant's outstanding invoice.

## **EVIDENCE AND ANALYSIS**

8. I have only commented on the evidence and submissions to the extent necessary to give context to these reasons. In a civil dispute such as this, the applicant bears the burden of proof on a balance of probabilities.
9. Both parties provided limited evidence. The applicant's January 31, 2017 invoice PW 013117-01 is for \$900 plus \$45 GST, for a total of \$945 CAD, the amount sought in this dispute. The invoice describes 2 crates, and 7.5 hours total of 45' crane service, with 3 hours included and 4.5 hours of crane service "applied".
10. In a January 24, 2017 email, the applicant told the respondent that "any [crane] time over the three hours will be subject to additional charges" of \$200 plus GST. The applicant explained the minimum 3-hour charges includes the 30 minutes of driver time on "both sides". Thus, the applicant wrote "as soon as we go over 3 hours used additional charges apply". The respondent proceeded to arrange for the shipment in question.
11. The invoice shows the 2 crates were picked up by the applicant and shipped from a Langley BC address, on January 31, 2017. The applicant shipped them to Mr. Yang's chosen address on Rosamond Avenue, in Richmond. The applicant's bill of lading shows instructions that include "must deliver" on the "same day", by 10 a.m. on Tuesday January 31, 2017.

12. In a February 17, 2017 email, the applicant explained that there were additional charges for the crane service as “Rob” took more time than expected “due to site adjustments”. The applicant submits that this related to Mr. Yang not having sufficient room to put the 2 crates. The applicant submits the driver arrived and was not able to unload the product until Mr. Yang later received permission to use a garage across the street from the delivery site. Rob was a roofing contractor who the respondent assigned as the lead person to receive the crates at the respondent’s chosen delivery site. The applicant did not provide a written statement from Rob, and instead provided Rob’s phone number. I find the applicant was told by the tribunal’s facilitation staff to gather the relevant evidence and submit it, including written statements. I am not prepared to arrange a teleconference to call Rob, at this late stage in the proceeding. That said, I find the emails in evidence between the applicant and Rob, while not as clear as a written statement would have been, reasonably show that Rob supports the applicant’s position that the respondent is responsible for added time charges due to delays at the delivery site. I also note the respondent does not address the applicant’s evidence about the difficulties unloading at his site and the associated delay.
13. Prior emails dating back to 2016, for other shipments, show that the respondent was aware that the final charges were not settled until after delivery. More significantly, I find the January 24, 2017 email makes it clear there would be additional charges of crane time beyond 3 hours, and additional charges for driver time beyond 30 minutes. I find charging for travel time is reasonable and consistent with the parties’ expectations.
14. On balance, I find the applicant has proved it is entitled to the \$945 claimed. The applicant is entitled to pre-judgment interest under the Court Order Interest Act (COIA), on that \$945, from January 31, 2017.
15. As the applicant was successful, I find it is entitled to reimbursement of \$125 in tribunal fees paid, and \$10.50 for dispute-related expenses. While the applicant did not provide an explanation or a receipt for the \$10.50, I find that amount is

reasonable as it is a standard amount for the cost of sending a Dispute Notice to a respondent by registered mail.

## **ORDERS**

16. Within 14 days of this decision, I find the respondent must pay the applicant a total of \$1,096.02, broken down as follows:
  - a. \$945 as payment of the applicant's invoice PW 013117-01,
  - b. \$15.52 in pre-judgment interest under the COIA, and
  - c. \$135.50 in tribunal fees and dispute-related expenses.
17. The applicant is entitled to post-judgment interest under the COIA, as applicable.
18. 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.
19. 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.

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Shelley Lopez, Vice Chair