



Civil Resolution Tribunal

Date Issued: December 21, 2018

File: SC-2018-004117

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Atlas-Apex Roofing (BC) Inc. v. SUNNY LAUNDRY SOLUTIONS EXPRESS LINEN INC.*, 2018 BCCRT 899

B E T W E E N :

Atlas-Apex Roofing (BC) Inc.

APPLICANT

A N D :

SUNNY LAUNDRY SOLUTIONS EXPRESS LINEN INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Volk

INTRODUCTION

1. This is a dispute about nonpayment for roofing services. The applicant, Atlas-Apex Roofing (BC) Inc., says the respondent, Sunny Laundry Solutions Express Linen Inc., breached an agreement between the parties by not paying for the roofing services invoiced. The applicant claims \$2,123.89 in debt.

2. The applicant and respondent are each represented by an employee or a principal.

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 relationships between parties that may continue after the dispute resolution process has ended.
4. The tribunal may decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. I find that I can fairly resolve this dispute by writing based on the documents and written positions before me because 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 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.

ISSUES

7. The issue in this dispute is whether the respondent owes the applicant payment for roofing services under the parties' contract.

EVIDENCE AND ANALYSIS

8. The applicant bears the burden of proof on a balance of probabilities.
9. I have commented upon the relevant evidence and submissions only to the extent necessary to give context to these reasons. In doing so, I note that the respondent provided a dispute response but did not provide evidence or submissions despite notice.
10. In March 2016 Coast Hudson Roofing, a division of the applicant, gave SLS Express Linen an estimate for roofing work. SLS Express Linen authorized the estimate, Coast Hudson Roofing did the work as described and invoiced SLS Express Linen for a total slightly less than the estimate. There is no evidence or submissions before me to dispute this evidence, and I accept it.
11. In reply to the applicant's dispute the respondent says only that "this is a different company." The applicant does not deny that the applicant is a different company than SLS Express Linen but says that "they use the same branding and have the same management."
12. There is no evidence before me that the respondent entered into an agreement for roofing services with the applicant. Consequently, I find the respondent is not a party to the contract. It is not enough that the respondent uses the same branding and that management of the two companies may be the same.
13. Given this conclusion, I find the applicant is not entitled to the outstanding invoice balance. As the applicant was unsuccessful, under the Act and rules I also dismiss its claim for reimbursement of tribunal fees.

ORDER

14. I find the applicant's claims, and therefore this dispute, must be dismissed.

Megan Volk, Tribunal Member