



Civil Resolution Tribunal

Date Issued: March 5, 2019

File: SC-2018-005075

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Fraser Valley Refrigeration Ltd v SG3 Security Ltd. et al*, 2019 BCCRT 262

B E T W E E N :

Fraser Valley Refrigeration Ltd

APPLICANT

A N D :

SG3 Security Ltd. and George Siegle

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. The applicant Fraser Valley Refrigeration Ltd (FVRL) says it repaired a cooler for the respondents SG3 Security Ltd. (SG3) and George Siegle, but the respondents failed to pay the \$595.57 invoice.

2. The respondent SG3 says it no longer exists, and that the invoice was not issued until six months after the service was provided. I was not provided with any independent evidence that SG3 no longer exists.
3. As discussed further below, the respondent George Siegle was served with the Dispute Notice but did not file a Dispute Response.
4. The applicant is represented by principal or employee Kristie Bentham. The respondent SG3 Security Ltd. is represented by principal George Siegle.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal 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.
6. 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.
7. 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.
8. 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

- 9. The issue is whether the respondents owe the applicant \$595.57 for service to the cooler.

EVIDENCE AND ANALYSIS

- 10. In May 2017, the respondent George Siegle called FVRL asking for service on an on-site 2 door cooler that was not working. I find that this was a request by Mr. Siegle for service for SG3. The invoice was later made out to SG3 and the applicant says it pursued the company to collections. I therefore find that the contract for service was between SG3 and the applicant.
- 11. On May 12, 2017, FVRL attended to fix the cooler and found the condenser fan motor seized. FVRL replaced the motor. The cooler then started working. FVRL considered the service call complete.
- 12. Once the invoice was past due, an employee of FVRL attempted to contact Mr. Siegle. I infer from this that the invoice was issued either on or shortly after the date of service. However, I was not provided with a copy of that invoice.
- 13. When FVRL reached Mr. Siegle by telephone, Mr. Siegle told him to “bill it through my company” and provided an address. FVRL mailed a copy of the invoice to SG3, at the address requested by Mr. Siegle.
- 14. On October 27, 2017 FVRL sent a detailed invoice to the respondent SG3 for \$595.57. The invoice specifies a contractual interest rate of 18 % annually on overdue amounts. I find that the \$595.57 became due and owing as of November 27, 2017, which is 30 days after the invoice date.

15. SG3 did not file any evidence or submissions.
16. It is undisputed, and I find, that the respondents have not paid the invoice.
17. I find that this is a simple debt claim where the respondent SG3 owes the applicant \$595.57. While Mr. Siegle is in default, I find that the applicant's contract was not with him personally, and so dismiss the dispute as against him. As for SG3, it was invoiced for the cooler service, and so I also find it liable for the debt.
18. I allow the applicant's claim for \$595.57.
19. I also order the respondent SG3 to pay interest on that amount at the 18% contractual rate, from 30 days after the invoice was sent until the date of this decision, being \$135.98.
20. 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 is entitled to reimbursement of \$125 in tribunal fees and \$62.85 in dispute-related expenses which I find reasonable.

ORDERS

21. Within 30 days of the date of this order, I order the respondent SG3 to pay the applicant a total of \$919.40, broken down as follows:
 - a. \$595.57 as payment for the cooler service,
 - b. \$135.98 in pre-judgment interest at the 18% contractual rate, and
 - c. \$187.85, for \$125 in tribunal fees and \$62.85 for dispute-related expenses.
22. The applicant is entitled to post-judgment interest, as applicable.
23. The claims against the respondent Mr. Siegle are dismissed.

24. 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.

25. 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.

Julie K. Gibson, Tribunal Member