



Civil Resolution Tribunal

Date Issued: April 2, 2019

File: SC-2018-006675

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Anago Vancouver v. Mangat Enterprises Inc.*, 2019 BCCRT 411

B E T W E E N :

Anago Vancouver

APPLICANT

A N D :

Mangat Enterprises Inc.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This is a dispute about payment for cleaning services. The applicant, Anago Vancouver, says that it contracted with the respondent, Mangat Enterprises Inc., to provide office cleaning services, but that it has not received full payment. The applicant claims that the respondent owes it \$1,890 in overdue invoices. The respondent denies that it owes the amount claimed by the applicant.

2. The applicant is represented by Ad Hanna, the owner of the applicant. The respondent is represented by Parminder Mangat.

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 118 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 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.
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 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.

ISSUE

7. The issue is whether the respondent owes the applicant \$1,890 in outstanding invoices.

EVIDENCE AND ANALYSIS

8. In a civil dispute such as this, an applicant bears the burden of proof on a balance of probabilities. The applicant provided evidence and both parties provided submissions in support of their respective positions. While I have considered all of this information, I will refer to only that which is necessary to provide context to my decision.
9. The applicant says it entered into a contract with the respondent for cleaning services. The applicant says that the respondent “omitted to pay invoices from time to time” and failed to pay the outstanding balance of \$1,890 despite requests that it clear the outstanding balance.
10. The respondent says that it received monthly statements from the applicant via email, and mailed a cheque to the applicant. According to the respondent, it made regular payments to the applicant starting in November of 2016 and received no notice of any issues with the payments. The respondent says it received an email message on June 5, 2018 advising it of \$1,119.26 in outstanding invoices dating back to November of 2016. The respondent’s view was that its payments were up to date, and it does not owe the applicant anything. The respondent also identified concerns with the level of service provided by the applicant.
11. The applicant provided a copy of a Janitorial Services Proposal from Anago Cleaning Systems to Killarney Animal Hospital. This document includes an agreement between “ANIA Franchising, Inc., d/b/a Anago Vancouver” and “Killarney Animal Hospital”. The agreement contemplated the Anago Vancouver providing cleaning services 1 day per week at a rate of \$225 per month, plus an additional

\$179.00 for floor spray-buffing and applicable taxes. The agreement contemplated a late charge of 1.5% on all invoices 30 days past due.

12. The party identified on the agreement is not the same as the respondent in this dispute. However, the respondent agrees that it entered into an agreement with the applicant. Given my conclusion below, I find that nothing turns on the identification of parties in this dispute.
13. As discussed above, the applicant bears the evidentiary burden of establishing its claim. While I accept that there was an agreement for the provision of cleaning services, I am not satisfied that the evidence before me provides, on a balance of probabilities, that the respondent owes the amount claimed by the applicant.
14. The applicant did not provide copies of invoices, monthly statements, or communication to the respondent in which it requested payment of an outstanding balance. Further, the applicant did not provide any documentation about the calculation of late charges as permitted by the agreement. Without this information, I cannot determine what amount, if any, may be outstanding on the respondent's account. Based on the evidence before me, I find that the applicant has not proven its claim that the respondent owes it \$1,890. Accordingly, I dismiss the applicant's claim.
15. 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. As the applicant was not successful, I dismiss its claim for reimbursement of tribunal fees and dispute-related expenses.

ORDER

16. I dismiss the applicant's claims and this dispute.

Lynn Scrivener, Tribunal Member