



# Civil Resolution Tribunal

Date Issued: April 11, 2019

File: SC-2018-006803

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *RH Import and Export Ltd. v. Metric Stone Ltd.*, 2019 BCCRT 442

**B E T W E E N :**

RH Import and Export Ltd.

**APPLICANT**

**A N D :**

Metric Stone Ltd.

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Lynn Scrivener

## **INTRODUCTION**

1. This is a dispute about an outstanding invoice. The applicant, RH Import and Export Ltd., says that it sold product to the respondent, Metric Stone Ltd., but has not received payment. The applicant seeks an order that the respondent pay it the

invoiced amount of \$1,120.00. The respondent denies that it owes the applicant the amount claimed.

2. The applicant is represented by Duo Sun. The respondent is represented by Xiali (Grace) Yang.

## **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 in this dispute is whether the respondent is responsible for the \$1,120.00 claimed by the applicant.

## **EVIDENCE AND ANALYSIS**

8. In a civil dispute such as this, the applicant bears the burden of proof on a balance of probabilities. The parties have provided evidence and 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 that it sold some product to the respondent on July 18, 2018 for which it has not been paid. A July 18, 2018 invoice #691748 shows a sale of 10 bathroom sinks and 15 kitchen sinks, plus taxes, for a total of \$1,120.00. The applicant says that it has asked the respondent to pay this invoice many times, but the invoice remains outstanding.
10. The respondent did not dispute that it purchased the sinks from the applicant, or that the invoice had not been paid. The respondent says that it needed 2 additional sinks, but found them from other suppliers as the applicant was out of stock and one of the applicant's staff members was rude and insulting.
11. It would appear that the respondent wishes to set off costs from another purchase against the amount claimed by the applicant on invoice #691748. The respondent says it purchased 2 pieces of "RH6011 3 cm" stone from the applicant on June 23, 2018. According to the respondent, the stone changed shape after it was installed on a customer's kitchen island, and the respondent has been asked to replace it. The respondent states that it needed to wait for the homeowner to return from overseas before it could replace the stone and determine the "extra cost from the claim".
12. Although the respondent appears to have considered the possibility of a counterclaim, there is no counterclaim in this dispute. Further, there is no evidence

before me to establish that the stone the respondent purchased from the applicant was defective such that the respondent incurred losses. In the circumstances, I do not have sufficient evidence to consider a set off.

13. I am satisfied that the evidence supports the conclusion that the respondent purchased from the applicant the product described in invoice #691748. The fact that the respondent subsequently developed concerns regarding other products purchased from the applicant or the behavior of the applicant's staff does not alter its responsibility for the outstanding amount. I find that the respondent must pay to the applicant the amount of \$1,120.00.
14. The applicant also claims interest of \$120, which the applicant says is based on a "common credit card annual interest rate" of 19.97%. There is no indication on the invoice that interest would be charged, or at what rate. An August 27, 2018 email the applicant sent to the respondent makes reference to interest being charged if payment was not received by August 29, 2018, but does not refer to an amount.
15. The evidence before me does not establish that the parties agreed to a contractual rate of interest, of 19.97% or otherwise, to be applied to overdue payments. In the circumstances, I find that the applicant is entitled to pre-judgment interest in accordance with the *Court Order Interest Act*. Calculated from August 30, 2018, this amounts to \$11.56.
16. 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 \$125.00 in tribunal fees.
17. Turning to the issue of dispute-related expenses, the applicant seeks an order for \$500 in "processing fees", which it says relates to document translation and compensation for time spent on the dispute process. There is no indication that the translated documents were submitted or required for this dispute. In addition, consistent with its practice of generally not awarding legal fees, the tribunal

generally does not award parties expenses for their time spent on a dispute. While I will not grant an award for these items, I find that the applicant is entitled to reimbursement for \$22.68 in postage expenses.

## **ORDERS**

18. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$1,279.24, broken down as follows:
  - a. \$1,120.00 in payment of invoice #691748;
  - b. \$11.56 in pre-judgment interest under the Court Order Interest Act, and
  - c. \$147.68 for \$125.00 in tribunal fees and \$22.68 for dispute-related expenses.
19. The applicant is entitled to post-judgment interest, 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.

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Lynn Scrivener, Tribunal Member