



Civil Resolution Tribunal

Date Issued: May 9, 2019

File: SC-2018-007570

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Savoy Equipment Ltd. v. Martinson Eco Landscaping & Irrigation Ltd. et al*,
2019 BCCRT 551

B E T W E E N :

Savoy Equipment Ltd.

APPLICANT

A N D :

Martinson Eco Landscaping & Irrigation Ltd. and Paul Martinson

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. The applicant Savoy Equipment Ltd. says the respondents Martinson Eco Landscaping & Irrigation Ltd. (Martinson Eco) and Paul Martinson rented a compact utility loader (equipment) from it, but returned the equipment damaged on one

occasion, failed to pay for the repairs and then rented the equipment a second time, failed to return it until the police were involved, and again failed to pay for the rental. The applicant claims the \$2,650 it says the respondents owe in rental, cleaning and repair costs.

2. The respondent Paul Martinson says the respondent Martinson Eco is owned solely by his son, G. The respondent Paul Martinson denies any responsibility for the claimed items and asks that the dispute against him be dismissed.
3. The applicant is represented by employee or principal David Turner. The respondent Paul Martinson represents himself.
4. Martinson Eco did not file a Dispute Response. I find that a copy of the Dispute Notice was delivered to Martinson Eco by registered mail on October 30, 2018. I therefore find that Martinson Eco is in default.

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 9.3(2), 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

9. The issue in this dispute is whether the respondent Paul Martinson or the respondent Martinson Eco, or both, are responsible to pay the \$2,650 claimed by the applicant for rental, clean up and repair costs.

EVIDENCE AND ANALYSIS

10. In this civil claim, the applicant bears the burden of proof on a balance of probabilities. I have reviewed all of the evidence and submissions but only refer to them here as necessary to explain my decision.
11. A Better Business Bureau (BBB) website printout from July 16, 2018 lists Paul Martinson as the owner of Martinson Eco. Paul Martinson denies being the current owner of Martinson Eco. No company search was filed in evidence.
12. The applicant did not file any proof that Paul Martinson ordered the rental equipment personally, nor that he was involved in the rentals at all. Based on the invoices filed in evidence, I find that the rental agreements were between the applicant and Martinson Eco only. There is no basis for a personal claim against Paul Martinson, given the absence of a company search. The BBB printout is not determinative. I dismiss the applicant's claims against Paul Martinson.

13. Because Martinson Eco is in default, I accept the applicant's evidence about what happened.
14. I find the following facts:
 - a. In June 2017, Martinson Eco rented equipment from the applicant.
 - b. Martinson Eco damaged the trigger lock handle on the equipment but failed to pay for the repairs.
 - c. In September 2017, Martinson Eco rented equipment and returned it dirty.
 - d. The invoices filed in evidence prove that Martinson Eco owes the applicant a total of \$2,650.14 for equipment rental, repair and clean-up costs.
15. I find that Martinson Eco owes the applicant the claimed \$2,650.14. As set out in my order below, the applicant is entitled to pre-judgment interest under the *Court Order Interest Act*.
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 in tribunal fees.

ORDERS

17. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$2,832.18, broken down as follows:
 - a. \$2,650.14 for rental, repair and clean up fees owing,
 - b. \$57.04 in pre-judgment interest under the *Court Order Interest Act* calculated from October 15, 2017, about one month after the second rental, which I find reasonable, to the date of this decision, and
 - c. \$125 in tribunal fees.

18. The applicant is entitled to post-judgment interest, as applicable.
19. 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.
20. 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