



Civil Resolution Tribunal

Date Issued: May 24, 2019

File: SC-2017-006890

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Baljit Ladhar, Executrix of the Estate of Sukhdial Ladhar v. MILLSTREAM FLOUR MILLS (1991) CORPORATION*, 2019 BCCRT 634

B E T W E E N :

Baljit Ladhar, Executrix of the Estate of Sukhdial Ladhar, deceased

APPLICANT

A N D :

MILLSTEAM FLOUR MILLS (1991) CORPORATION

RESPONDENT

A N D :

Baljit Ladhar, Executrix of the Estate of Sukhdial Ladhar, deceased

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. The applicant is Baljit Ladhar, Executrix of the Estate of Sukhdial Ladhar, deceased. Sukhdial Ladhar was Ms. Ladhar's husband. Ms. Ladhar says Mr. Ladhar provided bookkeeping services for the respondent MILLSTREAM FLOUR MILLS (1991) CORPORATION (Millstream) from September 2014 to August 2016 but Millstream failed to pay for those services. Ms. Ladhar claims \$3,000 in payment for outstanding invoices.
2. Millstream says it paid all invoices owing. It asks that the dispute be dismissed.
3. Millstream initially brought a counterclaim saying it had loaned money to Mr. Ladhar. Millstream withdrew the counterclaim in facilitation and so I will not comment on it further.
4. Ms. Ladhar is self-represented and brings the claim in her capacity as executrix of Sukhdial Ladhar's estate. Millstream is represented by its principal Jagdish Gillan.

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 (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. In some respects, this dispute amounts to a "he said, she said" scenario with both sides calling into question the credibility of the other. Credibility of witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. In the

circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me.

7. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note the decision *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. I decided to hear this dispute through written submissions.
8. 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.
9. 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

10. The issue in this dispute is whether Millstream owes Ms. Ladhar \$3,000 for an unpaid invoice.

EVIDENCE AND ANALYSIS

11. In this civil claim, Ms. Ladhar bears the burden of proof on a balance of probabilities. I have reviewed all of the evidence and submissions but refer to them here only to the extent necessary to explain and give context for my decision.

12. Ms. Ladhar filed income statements, balance sheet and general ledger reports for Millstream in fiscal years 2014, 2015 and 2016 in evidence. She says these documents prove that Mr. Ladhar did bookkeeping work for Millstream during all three years.
13. As well, Ms. Ladhar submitted an expert report from Chartered Accountant Candace Bagri, who examined the bookkeeping records for Millstream and determined that Mr. Ladhar provided bookkeeping services for it for in 2014, 2015 and 2016.
14. I find that Mr. Ladhar provided bookkeeping services for Millstream. The documents he prepared were sufficient proof, without the need for Ms. Bagri's opinion.
15. Based on the cancelled cheques and records of payment provided by Millstream, I find that it paid for Mr. Ladhar's bookkeeping work in 2015 and 2016, in full, as follows:
 - a. For bookkeeping services Mr. Ladhar provided from 2014 to 2015, Millstream paid the invoice of \$3,000 in full, via cheque dated May 19, 2015.
 - b. For bookkeeping services provided by Mr. Lahdar in 2015 to 2016, Millstream paid the invoice of \$3,000 in full, by cheque dated August 4, 2016.
16. As far as the 2014 invoice, Millstream says any claim in respect of non-payment of that invoice had to be commenced within two years, or in other words by sometime in 2016, given section 6 of the *Limitation Act*. I agree and dismiss the claim about the 2014 invoice on that basis.
17. I would have dismissed the claim to the 2014 invoice in any case, because it is unlikely that Millstream would have paid in 2015 and 2016 without the records for those years showing the missed payment in 2014. Since there was no reference in the documents or 2015/2016 invoices to a missed payment in 2014, I would have found the payment was likely made.

18. Mr. Ladhar's claim is for non-payment of \$3,000 she says was charged for Mr. Ladhar's bookkeeping work for the September 2014 to August 2016. I have found that Millstream paid Mr. Ladhar's invoice for the 2015 and 2016 work. I have dismissed Ms. Ladhar's claim to the 2014 invoice. As a result, I dismiss Ms. Ladhar's claims and her dispute.
19. 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. As Millstream did not pay tribunal fees in the main dispute, I make no order in this regard.
20. I also dismiss Millstream's claim for legal fees of \$942.41. This appears to duplicate the same legal fees claim in SC-2017-006888 and so, even if I had allowed it, the claim would be limited to the legal fees related to this dispute only. This determination is also consistent with section 20 of the Act and the tribunal's rules that legal fees are only ordered in extraordinary cases and that parties generally represent themselves. I find that this case is not extraordinary.

ORDERS

21. I dismiss Ms. Ladhar's claims and her dispute.
22. I dismiss Millstream's claim for legal fees
23. I dismiss Ms. Ladhar's claims for tribunal fees.

Julie K. Gibson, Tribunal Member