



Civil Resolution Tribunal

Date Issued: May 24, 2019

File: SC-2017-006888

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Baljit Ladhar, Executrix of the Estate of Sukhdial Ladhar v. Rajpur Holdings Ltd.*, 2019 BCCRT 632

B E T W E E N :

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

APPLICANT

A N D :

Rajpur Holdings Ltd.

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 Rajpur Holdings Ltd. (Rajpur Holdings) from May 2014-April 2016 but Rajpur Holdings failed to pay for those services. Ms. Ladhar claims \$2,400 in payment for outstanding invoices.
2. Rajpur Holdings says it paid all invoices owing. It asks that the dispute be dismissed.
3. Rajpur Holdings initially filed a counterclaim alleging a loan made to Mr. Ladhar but withdrew that claim during facilitation. Given the withdrawal, I do not discuss it further.
4. Ms. Ladhar is self-represented and brings the claim in her capacity as executrix of Sukhdial Ladhar's estate. Rajpur Holdings is represented by its principal Jagdish Gillian.

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 Rajpur Holdings owes Ms. Ladhar \$2,400 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 Rajpur Holdings fiscal years 2014, 2015 and 2016 in evidence. She says these documents prove that Mr. Ladhar did bookkeeping work for Rajpur Holdings during all three years.
13. As well, Ms. Ladhar submitted an expert report from Chartered Accountant Candace Bagri, who examined the bookkeeping records for Rajpur Holdings and determined that Mr. Ladhar provided bookkeeping services for Rajpur Holdings for the 2014, 2015 and 2016 year ends.
14. I find that Mr. Ladhar provided bookkeeping services for Rajpur Holdings. While I accept Ms. Bagri's opinion, the documents Mr. Ladhar prepared were sufficient proof on this point.
15. Based on the cancelled cheques and records of payment provided by Rajpur Holdings, I find that it paid for Mr. Ladhar's bookkeeping work in 2014, 2015 and 2016, in full, as follows:
 - a. For bookkeeping services Mr. Ladhar provided in 2014, Rajpur Holdings paid a total of \$2,400, via a \$1,200 cheque dated December 8, 2014 and a second \$1,200 cheque dated January 8, 2015.
 - b. For bookkeeping services Mr. Ladhar provided in 2015, Rajpur Holdings paid \$2,400 by cheque dated November 15, 2016.
 - c. For bookkeeping services provided by Mr. Ladhar in 2016, Rajpur Holdings paid \$2,400 by cheque dated January 17, 2016.
16. Ms. Ladhar's claim is for non-payment of \$2,400 she says was charged for Mr. Ladhar's bookkeeping work for the 2016 fiscal year end. I have found that Rajpur Holdings paid Mr. Ladhar's invoice for this work. As a result, I dismiss Ms. Ladhar's claim.
17. 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 Rajpur Holdings did not pay tribunal fees in the main dispute, I make no order in this regard.

18. I also dismiss Rajpur Holdings' claim for legal fees of \$942.41, 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

19. I dismiss Ms. Ladhar's claims and her dispute.

20. I dismiss Rajpur Holdings' claim for legal fees.

21. I dismiss both parties' claims for tribunal fees.

Julie K. Gibson, Tribunal Member