



Civil Resolution Tribunal

Date Issued: July 23, 2019

File: SC-2018-008598

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *GBS Trucking v. Proside Construction Ltd. et al*, 2019 BCCRT 901

B E T W E E N :

GBS TRUCKING

APPLICANT

A N D :

Proside Construction LTD., 0756556 B.C. LTD. (Doing Business as JB & SONS EXCAVATION) and JB & Sons Excavation LTD.

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. The applicant GBS Trucking (GBS) says it was subcontracted for dump truck dispatch by the respondent Proside Construction Ltd. (Proside). At the time, it says Proside was contracted by JB & Sons Excavation Ltd. (JB) or the respondent 0756556 B.C. Ltd. (doing business as JB & Sons Excavation LTD.) (756556). GBS

says it completed work between November 21 and 30, 2016, but was not paid. GBS claims \$4,788.00 owing for the work.

2. Proside says that it already paid GBS for this work. Proside says it paid \$4,105.50, which was an adjusted total with the hourly rate reduced from \$95 to \$92, agreed between it and GBS. Proside asks that I dismiss the claim against it.
3. JB and 0756556 say they have no knowledge of any work done by GBS at the request of Proside. They say they do not owe GBS any money. They ask that I dismiss the claim against them.
4. The applicant is self-represented by owner Naginder Gill. The respondent Proside is represented by a lawyer, Fiesal Ebrahim. The respondents 0756556 and JB are represented by their president Jeff Bouffard.

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. Under section 61 of the Act, the tribunal may make any order or give any direction in relation to a tribunal proceeding it thinks necessary to achieve the objects of the tribunal in accordance with its mandate. In particular, the tribunal may make such

an order on its own initiative, on request by a party, or on recommendation by a case manager (also known as a tribunal facilitator).

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.

ISSUES

10. The issue in this dispute is whether Proside, JB or 0756556 must pay the \$4,788 that GBS says is outstanding for dump truck services it provided.

EVIDENCE AND ANALYSIS

11. In this civil claim, GBS bears the burden of proof on a balance of probabilities. I have reviewed all of the evidence, but refer to the evidence and submissions only as I find them relevant to explain the context of my decision.
12. On December 5, 2016, GBS invoiced Proside \$4,089.75 for dump truck services starting at a West Vancouver job site from November 21-30, 2016. The invoice number is 2562.
13. On February 27, 2017, Proside paid GBS \$4,105.50, via cheque no. 31. The records in evidence show that this payment was made on invoice 2562, for work completed by GBS starting on a job site in West Vancouver, between November 21

and 30, 2016. GBS's own trucking slip confirms that the work was done at that site, as noted on invoice 2562.

14. I find that Proside paid GBS for the invoice that is the subject of this dispute. I also find that the parties agreed on the \$4,105.50 amount to settle this invoice, based on the handwritten notes on the invoice filed by Proside.
15. JB and 0756556 filed documents showing that a BC Provincial Court action brought against them by GBS was settled and a Notice of Discontinuance filed. I was not provided with pleadings that would allow me to consider whether that action disposed of the same claim GBS made here.
16. Having said that, GBS did not file any evidence proving that either JB or 0756556 are responsible to pay invoice 2562. I have found it was paid in full by Proside.
17. In submissions, GBS argued that if invoice 2562 had been paid, then there was a later invoice in a similar amount that had yet to be paid. However, GBS filed only invoice 2562 in support of this claim. I find that the issue of any subsequent invoice is not before me in this dispute.
18. For these reasons, I dismiss GBS' claims and its dispute against Proside, GBS and 0756556.
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. The respondents paid no tribunal fees, and claimed no dispute-related expenses, so I make no order in this regard.

ORDER

20. I dismiss GBS' claims and this dispute.

Julie K. Gibson, Tribunal Member