



Civil Resolution Tribunal

Date Issued: July 23, 2019

File: SC-2019-001536

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Norrie (dba Thrive Solutions) v. Urban Environmental Asbestos Abatement Ltd.*, 2019 BCCRT 900

B E T W E E N :

BRENDA NORRIE (Doing Business As THRIVE SOLUTIONS)

APPLICANT

A N D :

URBAN ENVIRONMENTAL ASBESTOS ABATEMENT LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. The applicant Brenda Norrie (dba Thrive Solutions) says she provided recruitment services for the respondent Urban Environmental Asbestos Abatement Ltd. but was not paid. The applicant claims \$1,665.13 in payment for the services provided.

2. The respondent says it did not approve the work, in terms of rates or descriptions, and that it was overcharged. The respondent asks that I dismiss the dispute.
3. The applicant is represented by principal Brenda Norrie. The respondent is represented by principal or employee Jason Thomas.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.
7. 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

8. The issue in this dispute is whether the respondent must pay the applicant the claimed \$1,665.13 for recruitment services provided.

EVIDENCE AND ANALYSIS

9. In this civil claim, the applicant bears the burden of proof, on a balance of probabilities. Although I have reviewed all of the evidence, I only refer to the evidence and submissions I find relevant to explain the context for my decision.
10. Based on emails between the parties, I find that, in September 2014, the respondent approved recruitment advertising services to be provided by the applicant at a rate of \$50 per hour for Ms. Norrie's time.
11. Thereafter, the parties had a pattern of dealings where the respondent would email a request to post an advertisement for a position, Ms. Norrie would provide that service, and the respondent would pay for the service. This pattern continued until August 31, 2017.
12. On August 31, 2017, the applicant invoiced the respondent \$1,389.01 for recruitment services. The invoice details charges for advertising draft and placement for an administrative assistant position in May 2017, advertising maintenance for an asbestos labourer position from December 2016 to August 2017, and advertising maintenance for an administrative assistant position between June and August 2017. The invoice also charges for Kijiji and Craigslist advertising administration and labour.
13. On October 18, 2017, the applicant invoiced the respondent \$276.12 for advertising maintenance for an administrative assistant position in September 2017, and for an asbestos foreman/tech position in September and October 2017.
14. I find that the August and October 2017 invoices add up to the unpaid \$1,665.13 claimed.

15. The August 31, 2017 invoice is described, in one email from the applicant, as an invoice “for the last 10 months of service.” The respondent says this is evidence of inflated billing, because invoices should have been sent monthly. While it may be more practical to bill monthly, I do not agree that the fact of a longer billing period proves overbilling.
16. The detail in the invoice corresponds with the type of advertisements, sites used and timing for the work the applicant completed and charged for. The charges are at the rate of \$50 per hour for Ms. Norrie’s time and a lesser \$25 rate for more administrative work. The rates would not have been a surprise to the respondent, who had been paying them since 2011. The charges are also consistent with past charges for similar services, as evidenced by a spreadsheet filed in evidence by the applicant.
17. The applicant’s spreadsheet shows the invoicing between it and the respondent dated back to April 6, 2011. The spreadsheet shows the respondent paid \$10,257.17 to the applicant for recruitment services between April 2011 and August 2017.
18. In September 2017, TB, an employee of the respondent, emailed the applicant saying she could not find the advertisements online. As well, TB says she was not receiving any resumes to the email account set up to receive them.
19. The respondent says the advertisements were not posted to the online sites. I find that they were, based on the email reply by the applicant, which attached several screen shots of the advertisements on Kijiji and Craigslist showing that they had been posted in a timely way.
20. On October 18, 2017, TB wrote to the applicant saying that the advertisements she had posted did not generate any resumes for 2 of the positions. TB continued by writing that Mr. Thomas asked her to advise the applicant that he would “not be paying” for the applicant’s most recent invoices and would be terminating the relationship.

21. On November 21, 2017, Mr. Thomas, in response to an email requesting payment, wrote to the applicant saying “It’s been a month. You will get paid.”
22. The respondent also disputes whether the applicant should have locked it out of the email account used for resumes to be submitted. It was undisputed, and I find, that the applicant created the email account as part of the recruitment service package. I find that, given the respondent’s decision to terminate the recruitment services, it was appropriate for the applicant to adjust access to the account.
23. The respondent says it did not receive resumes into its email account as expected. I find that the applicant’s service did not include controlling how many people apply to the positions posted. Each person viewing an employment advertisement makes their own decision about whether to apply.
24. The applicant was only responsible for putting together the advertisements, posting them (which sometimes included costs for posting on particular sites), and maintaining them in accordance with the respondent’s instructions.
25. Based on the advertisement copies and the evidence of where and when the advertisements were placed, I find that the applicant provided the recruitment advertising services as the respondent requested and as described in her invoices. I order that the respondent pay the \$1,665.13 to the applicant, within 30 days.
26. The applicant did not claim contractual interest. I order that the respondent pay prejudgment interest under the *Court Order Interest Act*, which I calculate from the date of the second invoice, October 18, 2017, to the date of this decision.
27. 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 and \$10.87 in dispute-related expenses for delivery of the Dispute Notice, which I find reasonable.

ORDERS

28. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$1,843.63, broken down as follows:
- a. \$1,665.13 in payment for recruitment advertisement services,
 - b. \$42.63 in pre-judgment interest under the *Court Order Interest Act*, calculated from October 18, 2017 to the date of this decision, and
 - c. \$135.87 for \$125 in tribunal fees and \$10.87 for dispute-related expenses.
29. The applicant is entitled to post-judgment interest, as applicable.
30. 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.
31. 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