



Civil Resolution Tribunal

Date Issued: December 18, 2019

File: SC-2019-005234

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Eternity Limousine Services Ltd. v. Compass Ground Link Inc.*,
2019 BCCRT 1428

BETWEEN:

ETERNITY LIMOUSINE SERVICES LTD.

APPLICANT

AND:

COMPASS GROUND LINK INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about unpaid limousine services.
2. The applicant, Eternity Limousine Services Ltd., says the respondent, Compass Ground Link Inc., asked it to complete various trips in March 2019 and has not paid

for its services. It seeks \$1,980, the cost of the various trips. The respondent agrees it owes the applicant money but says it is currently unable to pay and that the amount claimed is too high.

3. The applicant is represented by Gurjinder Somal and the respondent is represented by Darko Kojic, both of whom I infer are employees or principals.

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* (CRTA). 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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.
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, where permitted by section 118 of the CRTA:
 - 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 applicant is entitled to \$1,980 for unpaid limousine services.

EVIDENCE AND ANALYSIS

- 9. In a civil claim such as this, the applicant bears the burden of proof on a balance of probabilities. While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.
- 10. It is undisputed that the parties agreed the applicant would perform limousine services for the respondent in March 2019. It is also undisputed that these services are still unpaid. The applicant claims a total of \$1,980 for two trips on March 7, and one on each of March 10, 12, 13 and 14. The respondent admits owing the applicant \$972.38 and says Mr. Kojic's 50% commission must also be taken out of that amount. In response, the applicant says commission fees were never discussed.
- 11. In support of his claim for payment, the applicant provided the following invoices, made out to the respondent:
 - a. March 7, 2019 for \$264 (this same invoice was submitted twice),
 - b. March 10, 2019 for \$660,
 - c. March 12, 2019 for \$264,
 - d. March 13, 2019 for \$264, and
 - e. March 14, 2019 for \$264.

12. The invoices total \$1,716. Although the respondent says fees and commission need to be deducted from this amount, it provided no evidence as to any agreement on such fees or commission. As a result, I find there was no such agreement. Finally, while I acknowledge the respondent's submission that it lacks the ability to pay, that fact does not change the applicant's entitlement to an order for reimbursement.
13. Based on the evidence, I find the applicant is entitled to \$1,716 for unpaid limousine services. The applicant is also entitled to pre-judgment interest on this amount under the *Court Order Interest Act*. From March 15, 2019, the day after the last service was provided, this amounts to \$25.58.
14. Under section 49 of the CRTA, and the tribunal rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As the applicant was successful, I find that it is entitled to reimbursement of \$125 in paid tribunal fees. The applicant also claimed \$31.50 in dispute-related expenses for a corporate search. I find this expense is reasonable in the circumstances and I also order the respondent to pay this amount.

ORDERS

15. Within 30 days of the date of this decision, I order the respondent, Compass Ground Link Inc., to pay the applicant, Eternity Limousine Services Ltd., a total of \$1,898.08, broken down as follows:
 - a. \$1,716 in debt for unpaid limousine services,
 - b. \$25.58 in pre-judgment interest under the *Court Order Interest Act*,
 - c. \$125 in tribunal fees; and
 - d. \$31.50 in dispute-related expenses.
16. The applicant is also entitled to post-judgment interest, as applicable.

17. Under section 48 of the CRTA, 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.

18. Under section 58.1 of the CRTA, 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.

Andrea Ritchie, Vice Chair