



Civil Resolution Tribunal

Date Issued: January 22, 2020

File: SC-2019-006731

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Boughton Law Corporation v. Tyab*, 2020 BCCRT 76

B E T W E E N :

BOUGHTON LAW CORPORATION

APPLICANT

A N D :

AMARAN TYAB

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. This dispute is about payment for legal services.
2. The applicant Boughton Law Corporation says it provided \$1,159.20 in legal services to the respondent Amaran Tyab but was not paid. The applicant claims \$1,159.20 plus 18% annual contractual interest on the overdue account.

3. The respondent says he asked that the legal services be provided *pro bono*, meaning without charge. The respondent asks that the dispute be dismissed.
4. The applicant is represented by employee Julie Gant. The respondent filed a Dispute Response but then did not provide evidence or submissions, despite reminders from the case manager. While he participated the respondent was self-represented.

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 (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.
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. 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.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the tribunal may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the tribunal considers appropriate.

ISSUE

9. The issue in this dispute is whether the respondent must pay the applicant the claimed \$1,159.20 for legal services, plus 18% annual contractual interest.

EVIDENCE AND ANALYSIS

10. In this civil claim, the applicant bears the burden of proof on a balance of probabilities. I have reviewed the evidence and submissions but only refer to them as I find necessary to provide context for my decision.
11. As noted above, after filing a Dispute Response, the respondent did not file any evidence or submissions despite reminders from the case manager. I have considered his Dispute Response in my reasons below. As discussed below, I find the applicant's account more consistent with the only documentary evidence.
12. On October 30, 2015, the respondent signed a written retainer agreement with the applicant. While I considered the respondent's suggestion that the applicant agreed to provide either all legal services or the initial consultation for free, there is no evidence before me of such an agreement. On the contrary, the retainer agreement proves that the respondent agreed to pay for all legal services the respondent provided.
13. I find that the respondent agreed to pay the applicant for legal services including the review of a shareholders' agreement and general business matters. I further find that the respondent agreed to pay the regular hourly rates of the lawyers or legal assistants providing the services, including a \$400 per hour rate for LC, the lawyer primarily having conduct of the respondent's file.
14. The retainer agreement includes a requirement that the respondent pay the applicant a \$2,000 retainer. There was no evidence before me proving whether the respondent paid the retainer. Based on the written agreement, I find that the respondent also agreed to pay the applicant's account for any services not covered by the initial retainer.

15. The retainer agreement includes an 18% annual interest rate on any unpaid accounts, charged from 30 days after the date of the account. I find that the respondent agreed to pay 18% annual contractual interest on any overdue accounts.
16. On May 29, 2018, the applicant issued a \$1,159.20 invoice to the respondent for a client meeting, review of litigation matters and other communications. The invoice again says there is an 18% annual interest charge on overdue accounts.
17. Given that the respondent did not submit that the legal services were unsatisfactory, I find that I do not need to review the underlying client file. It is uncontested, and I find, that the respondent provided these legal services to the applicant in a satisfactory manner.
18. I find that the respondent must pay the \$1,159.20 to the applicant, plus contractual interest of 18% per year from June 29, 2018 to present, which equals \$326.98.
19. Under section 49 of the CRTA 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. The applicant did not claim dispute-related expenses.

ORDERS

20. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$1,611.18, broken down as follows:
 - a. \$1,159.20 in debt for the May 29, 2018 invoice for legal services,
 - b. \$326.98 in pre-judgment interest at the 18% annual contractual rate, and
 - c. \$125 in tribunal fees
21. The applicant is entitled to post-judgment interest, as applicable.

22. 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.

23. 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.

Julie K. Gibson, Tribunal Member