



Civil Resolution Tribunal

Date Issued: April 16, 2020

File: SC-2019-010189

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dhanji v. Canmap Systems Inc.*, 2020 BCCRT 411

B E T W E E N :

ARMAAN DHANJI

APPLICANT

A N D :

CANMAP SYSTEMS INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Richard McAndrew

INTRODUCTION

1. This is a claim for unpaid wages. The applicant, Armaan Dhanji, claims that the respondent, Canmap Systems Inc., owes \$1,703.08. The respondent says the applicant's claim should be heard by the Employment Standards Branch (ESB).
2. The applicant is self-represented. A director, M.L., represents the respondent.

JURISDICTION AND PROCEDURE

3. 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.
4. 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.
5. The Dispute Notice in this matter was initially issued against M.L. only. The applicant amended his claim and removed M.L. as a respondent. The applicant named Canmap Systems Inc. as the respondent in the Amended Dispute Notice.
6. While M.L. says he sold the respondent company in June 2019, he remains as the company's director. I find that the respondent was properly served in this proceeding by delivery of the Dispute Notice and the Amended Dispute Notice to M.L.
7. As noted above, the respondent argues that this claim should be heard by the ESB. I have no jurisdiction to grant entitlement to wages available under the *Employment Standards Act* (ESA). Only the ESB has jurisdiction to order compensation payable under the ESA. However, I find the tribunal has jurisdiction over the applicant's unpaid wages claim based on the law of contract, which falls under the tribunal's small claims jurisdiction over debt and damages.
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. 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

10. The issue in this dispute is whether the respondent owes unpaid wages to the applicant, and if so, how much do they owe?

EVIDENCE AND ANALYSIS

11. In a civil claim such as this, the applicant must prove their case on the balance of probabilities. While I have read all of the parties' evidence and submissions, I only refer to what is necessary to explain and give context to my decision.
12. M.L. sent the applicant an email on February 27, 2019 acknowledging that the applicant was owed \$3,087.78 in unpaid wages from 2018.
13. The unpaid wages debt was confirmed in a promissory note issued by the respondent and M.L. to the applicant on March 14, 2019 (the promissory note). The promissory note states that respondent and M.L. jointly and severally promise to pay the applicant \$3,087.78 by March 31, 2019.
14. The promissory note was signed under seal by M.L. both on his own behalf and as an authorized signatory on the respondent's behalf.
15. The applicant claims that he is still owed \$1,703.08 in unpaid wages. The respondent does not dispute this amount or make any submissions disputing liability, other than to say that the applicant should have gone to the ESB for his remedy.

16. Based on the applicant's undisputed submissions, and the terms of the promissory note, and given the respondent's submissions noted above, I find that the respondent owes the applicant \$1,703.08 in unpaid wages.
17. The respondent argues that M.L. is not responsible for this debt. However, since M.L. is no longer a party in this matter, I make no findings about M.L.'s liability in his personal capacity.
18. The *Court Order Interest Act* applies to the tribunal. The applicant is entitled to pre-judgment interest on the \$1,703.08 from February 27, 2019, when the respondent acknowledged owing the applicant unpaid wages, to the date of this decision. This equals \$37.76.
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 \$125.00 in tribunal fees.

ORDERS

20. Within 14 days of the date of this order, I order the respondent to pay the applicant a total of \$1,865.84, broken down as follows:
 - a. \$1,703.08 in debt,
 - b. \$37.76 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125.00 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. The Minister of Public Safety and Solicitor General has issued Ministerial Order No. M086 under the *Emergency Program Act*, which says that tribunals may waive, extend or suspend a mandatory time period. The tribunal can only waive, suspend or extend mandatory time periods during the declaration of a state of emergency. After the state of emergency ends, the tribunal will not have this ability. A party should contact the tribunal as soon as possible if they want to ask the tribunal to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

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.

Richard McAndrew, Tribunal Member