



Civil Resolution Tribunal

Date Issued: April 17, 2020

File: SC-2019-009909

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dhanu Dhaliwal Law Group v. Dhillon*, 2020 BCCRT 416

BETWEEN:

DHANU DHALI WAL LAW GROUP

APPLICANT

AND:

HARBANS DHILLON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This is a dispute about payment for legal services. The applicant, Dhanu Dhaliwal Law Group, says that it performed work for the respondent, Harbans Dhillon, for which it has not been paid. The applicant asks for an order that the respondent pay it \$3,245.01. The respondent admits that he hired the applicant, but denies that he owes it any money.

2. The applicant is represented by an employee. The respondent is self-represented.

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 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.
6. 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

7. The issue in this dispute is whether the respondent owes the applicant \$3,245.01 for legal services.

EVIDENCE AND ANALYSIS

8. In a civil dispute like this one, an applicant bears the burden of proof on a balance of probabilities. The parties provided evidence and submissions in support of their respective positions. While I have considered all of this information, I will refer to only what is necessary to provide context to my decision.
9. The March 4, 2019 retainer agreement between the parties stated that a lawyer, Ms. Dhaliwal, charged an hourly rate of \$350. The agreement stated that written notice of termination of the agreement was required, and that the respondent would pay the fees and expenses up to the date the respondent ended the applicant's services. The agreement also required the respondent to pay a \$3,000 retainer immediately, and to provide an additional retainer when that amount was depleted. The agreement specifically stated that the retainer was confined to a particular matter, and that a separate agreement would be required for any additional matters.
10. Based on the evidence before me, the applicant drafted and served application materials and made 3 court appearances on March 4, 5, and 8, 2019. The respondent says he "fired" the applicant after the third court appearance, but the applicant says he never terminated its services as required by the retainer agreement. On this basis, the applicant says that the respondent is bound to pay its bill for work completed.
11. The respondent says that the applicant did not achieve the results he wanted, that a "student lawyer" worked on the matter without his permission, and that the applicant wasted his time and money. The respondent says that his agreement was with Ms. Dhaliwal, and he never agreed that a student could work on his case. The respondent says that he never received an itemized invoice from the applicant despite asking for one. The respondent says that he does not owe the applicant any money and suggests that the applicant should return the \$5,000 he paid already (being the \$3,000 retainer contemplated by the agreement plus an additional \$2,000 he says he paid later). However, he did not bring a counterclaim in this regard.

12. The evidence before me shows that both Ms. Dhaliwal and an articling student performed work on the respondent's file. As noted above, the retainer agreement identified Ms. Dhaliwal's hourly rate. The agreement did not identify the articling student's hourly rate of \$200, but it also did not restrict the work to only Ms. Dhaliwal.
13. The respondent's submission about wasted time appears to be related to the involvement of a government agency in the legal matter. The respondent says he told the applicant about the agency's involvement at their first meeting, the applicant says this was not clear until later in the proceedings. The applicant also says that the respondent asked that it continue to represent him after the agency's involvement was confirmed.
14. A March 5, 2019 chain of email messages in evidence shows that Ms. Dhaliwal was in contact with lawyers from 2 different government bodies about this matter. These messages suggest that the agency was not involved until after the applicant served application materials to another party. I find that the evidence before me does not establish that the agency's involvement was confirmed before the applicants performed work on the file, or that this knowledge would have changed the scope of work required to deal with the matter.
15. The retainer agreement did not guarantee a particular result for the respondent. Although the respondent says he "fired" the applicant, he did not state that he did so in writing as required by the terms of the retainer agreement. Further, the respondent admits that the applicant performed work before he ended the relationship. Under the terms of the agreement, I find that the respondent is responsible for the applicant's reasonable fees and expenses.
16. However, this is not the end of the matter. The applicant says it performed legal services for the respondent between March 4 and April 5, 2019. The evidence before me does not contain an invoice with a description of the services rendered or fees and expenses charged. Instead, the applicant provided a copy of its invoice #32, which shows an "Outstanding Balance" from August 1, 2019 for "Service" in

the amount of \$3,245.01. As noted above, the respondent says he did not receive an itemized invoice. It is not clear if such an invoice exists.

17. Without a detailed invoice, I am unable to determine the total amount the applicant billed to the respondent, and whether the applicant applied the respondent's retainer (replenished or otherwise) to the amount it claims. Further, I cannot assess whether the applicant's time was reasonably spent on the particular matter contemplated by the retainer agreement. I find that the evidence before me forms an insufficient basis for an assessment of the applicant's possible entitlement to payment on a *quantum meruit* basis (meaning payment for work based on its value).
18. I find that the applicant has not met its burden of proving that the respondent owes it \$3,245.01 for legal services. Accordingly, I dismiss the applicant's claim.
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. As the applicant was not successful, I dismiss its claims for reimbursement of tribunal fees.
20. I also dismiss the applicant's claim for reimbursement of \$305 in dispute-related expenses. I note that \$300 of this amount was for time spent on the dispute by the applicant's employee. Rule 9.4(3) states that, except in extraordinary cases, the tribunal will not order one party to pay to another party fees charged by a lawyer or other representative. In addition, the tribunal generally does not award parties expenses for time spent on a dispute. I would not have made an order for these expenses even if the applicant had been successful.

ORDER

21. I dismiss the applicant's claims and this dispute.

Lynn Scrivener, Tribunal Member