



# Civil Resolution Tribunal

Date Issued: May 15, 2020

File: SC-2019-002068

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wong-Moon v. Fire-Point Interactive Inc.*, 2020 BCCRT 540

B E T W E E N :

ALAN WONG-MOON

**APPLICANT**

A N D :

FIRE-POINT INTERACTIVE INC.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Butch Bagabuyo

## INTRODUCTION

1. This dispute is about payment for audio design and music production.
2. The applicant, Alan Wong-Moon, says the respondent, Fire-Point Interactive Inc., hired him to provide audio design and music production services for a video games soundtrack. The applicant says the respondent did not pay for his services as

agreed in their contract. The applicant seeks \$3,250 from the respondent for his services.

3. The respondent denies liability. It says that it was only responsible for the development fee, and that it already paid the applicant for it. The respondent says the applicant's claim is for the "VR casino app", which the respondent says belongs to a different project company called V2 GAMES INC., (V2G). The respondent says it had nothing to do with the applicant's claim, and the applicant should make his claim against V2G instead.
4. The applicant initially named V2G as a named respondent in this dispute but never served V2G with the Dispute Notice. On September 24, 2019, the applicant amended his claim to remove V2G as a named respondent.
5. The applicant is self-represented. The respondent is represented by either an employee or its principal.

## **JURISDICTION AND PROCEDURE**

6. 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.
7. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In this dispute, I find I am properly able to assess and weigh the documentary evidence and submissions before me without an oral hearing. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always necessary when credibility is in issue. Further, bearing in mind the tribunal's mandate of proportional and speedy

dispute resolution, I find that an oral hearing is not necessary, and I can fairly hear this dispute through written submissions.

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 applicant's contract was with the respondent or a third party.

## **EVIDENCE AND ANALYSIS**

11. In a civil claim like this one, the applicant must prove his claim, on a balance of probabilities. The respondent did not submit any documentary evidence in this dispute. While I have read and considered all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.
12. The applicant says that the respondent hired him in September 2017 to provide audio design and music design for the VR casino app. He says he worked with the respondent and with V2G. The applicant did not elaborate on the nature of his work with V2G. It is not clear if he collaborated with V2G or had a separate contract with V2G. The applicant says that he completed his work in December 2017 and sent his \$3,250 invoice to the respondent in March 2018.

13. The applicant's March 28, 2017 invoice in evidence was for \$3,412.50 (with taxes). In the invoice, the applicant described his services as "Audio Services gear VR slots."
14. In support of his claim, the applicant provided a copy of two Schedule 1 documents as proof of his contract with the respondent. The respondent did not sign any of these documents.
15. The first document titled "Schedule 1" was signed by the applicant on March 15, 2017, which was for "music and sound effects, including appropriate implementation & tuning, for Gear VR Slots in collaboration with V2G." Under this schedule, the applicant's fee was a flat rate of \$2,000 plus taxes.
16. The applicant provided a second "Schedule 1" document, which he signed on March 28, 2017, which was for "additional music and sound effects, including appropriate implementation & tuning, for the updated version of Gear VR Slots in collaboration with V2G." Under this schedule, the applicant's fee was \$1,250 plus taxes."
17. The applicant does not explain why both parties did not sign these documents. Also, the applicant does not explain why he did not provide a copy of the actual agreement that these two "Schedule 1" documents referenced in the document. Since the respondent did not sign any of these schedules, I find there is insufficient evidence the respondent ever agreed to the terms set out in them. Thus, I find these two schedules unenforceable against the respondent, and I place no weight on them.
18. For its part, the respondent says that it was only responsible for the development fee, and it already paid the applicant. The respondent says the fees the applicant claims are for the VR casino app, which was V2G's responsibility as V2G managed the VR casino app project. The respondent says it had nothing to do with the VR casino app outstanding invoice and the applicant should instead make his claim against V2G.

19. The applicant says that the respondent hired him in September 2017, yet his invoice was dated March 28, 2017. Also, the applicant's purported agreements that he signed were dated March 15, 2017, and March 28, 2017. Thus, I find that the applicant's contract was not with the respondent.
20. As mentioned at the outset, the applicant bears the burden of proof in this dispute, which means proving the respondent owes the money claimed. An invoice in and of itself is not proof of an agreement. I find the applicant's invoice, including his purported agreements, pre-dates the date he said the respondent hired him. On balance, I find it unlikely that the applicant's claimed invoice was for work done for the respondent.
21. I find the applicant's claims must be dismissed.
22. 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. The applicant was unsuccessful, and the respondents have not incurred any tribunal fees, so I decline to make such an order. The respondent did not claim any dispute-related expenses.

## **ORDER**

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

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Butch Bagabuyo, Tribunal Member