



Civil Resolution Tribunal

Date Issued: June 23, 2020

File SC-2019-010827

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Pixilink Solutions Ltd. v. Rai*, 2020 BCCRT 691

BETWEEN:

PIXILINK SOLUTIONS LTD.

APPLICANT

AND:

SIMON RAI

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Trisha Apland

INTRODUCTION

1. This dispute is over an unpaid invoice.
2. The applicant, Pixilink Solutions Ltd. (Pixilink), says that the respondent, Simon Rai, owes it \$1,050 for programming and web development (website work). Pixilink says it

performed the website work and Mr. Rai failed to pay. Pixilink claims \$1,050, plus contractual interest at an annual interest rate of 36%.

3. Mr. Rai denies the claims. He says he had no contract with Pixilink. Instead, he says he had a contract for website work with an individual named “PS”, whose work was allegedly delayed and incomplete. PS is not a party to this dispute.
4. Pixilink is represented by an officer and Mr. Rai is self-represented.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT’s mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT 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 CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. Though I found that some aspects of the parties’ submissions called each other’s credibility into question, 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 CRT’s mandate of proportional and speedy dispute resolution, I decided I can fairly hear this dispute through written submissions.
7. The CRT 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 CRT 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 CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUES

9. The issues in this dispute are:
 - a. Did the parties enter into a contract for website work?
 - b. To what extent, if any, does Mr. Rai owe Pixilink the claimed amount plus interest?

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant Pixilink must prove its case on a 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.

Did the parties enter into a contract for website work?

11. The parties had no written contract. The emails in evidence show that PS emailed Mr. Rai on May 1, 2018, offering to provide website services for Mr. Rai's company, Raize Digital. Mr. Rai says that he and PS came to an agreement by phone. Mr. Rai agreed to pay "roughly \$1,000" for the website work, as confirmed in his email to PS. There is no statement in evidence from PS.
12. I find on the parties' emails that PS was Pixilink's employee or contractor. Since Pixilink is a corporation, it can only act through a natural person who is its agent. I find that PS was likely acting as Pixilink's agent and PS entered into the contract with Mr. Rai on Pixilink's behalf.
13. Mr. Rai says that PS did not disclose his affiliation with Pixilink and therefore, he had no contract with Pixilink. PS did not disclose his affiliation in the May 1, 2018

email in evidence. However, I find on Mr. Rai's subsequent email discussions with Pixilink's president that Mr. Rai likely knew that PS was working for Pixilink as an employee or contractor. Also, Mr. Rai had agreed by email in August 2018 that he owed Pixilink payment for PS's work. When the parties discussed payment, Mr. Rai did not dispute that the parties had a contract or refuse to pay on the basis that his contract was directly with PS, as he now asserts.

14. On balance, I find the parties had a contract that required Mr. Rai to pay Pixilink \$1,000 plus \$50 GST for the website work.

To what extent, if any, does Mr. Rai owe Pixilink the claimed amount plus interest?

15. On June 27, 2018, Pixilink sent Mr. Rai a \$1,050 invoice for the website work. It requested payment on receipt. The invoice remains unpaid and is the claimed amount in this dispute.

16. Mr. Rai argues that he does not owe Pixilink the invoiced amount because he asserts that PS's website work was incomplete and delayed. However, I find Mr. Rai's assertion conflicts with his emailed statements to Pixilink's president. Specifically, on August 29, 2018, Mr. Rai's email stated that Pixilink did the work "as requested" and the "only issue" holding back payment was his own third-party client's lack of response. In his other 2018 and 2019 emails, Mr. Rai blamed his own client and not PS or Pixilink for the project delays. I find that Mr. Rai's emails show he was satisfied with the website work. I prefer Mr. Rai's contemporaneous emails over his assertions in this CRT proceeding.

17. On balance, I find Mr. Rai owes Pixilink the \$1,050 invoice. I find the website work was likely performed as requested and Mr. Rai agreed to pay this amount.

18. However, I find that the parties had no interest agreement. As stated in *N.B.C. Mechanical Inc. v. A.H. Lundberg Equipment Ltd.*, 1999 BCCA 775, "a right to charge interest cannot be based simply on a unilateral assertion in an invoice". Instead, I find that Pixilink is entitled to interest under the *Court Order Interest Act*

(COIA), which applies to the CRT. I award Pixilink pre-judgment interest on the \$1,050 debt from June 27, 2018, the invoice date, to the date of this decision. This equals \$38.05.

19. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find that Pixilink was primarily successful in this dispute. I find it is entitled to reimbursement of \$125 in CRT fees. It claimed no dispute-related expenses.

ORDERS

20. Within 30 days of the date of this order, I order Mr. Rai to pay Pixilink a total of \$1,213.05 broken down as follows:

- a. \$1,050 in debt for the website work,
- b. \$38.05 in pre-judgment interest under the COIA, and
- c. \$125 in CRT fees.

21. Pixilink is entitled to post-judgment interest, as applicable under the COIA.
22. Under section 48 of the CRTA, the CRT 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 CRT's final decision. The Minister of Public Safety and Solicitor General has issued a Ministerial Order under the *Emergency Program Act*, which says that tribunals may waive, extend or suspend a mandatory time period. The CRT can only waive, suspend or extend mandatory time periods during the declaration of a state of emergency. After the state of emergency ends, the CRT will not have this ability. A party should contact the CRT as soon as possible if they want to ask the CRT 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 CRT's order can be enforced through the Provincial Court of British Columbia. A CRT 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 CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Trisha Apland, Tribunal Member