



Civil Resolution Tribunal

Date Issued: July 13, 2020

File: SC-2020-000770

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *The Coding Bull Development Ltd. v. Rashpal Singh Personal Real Estate Corporation, 2020 BCCRT 776*

B E T W E E N :

THE CODING BULL DEVELOPMENT LTD.

APPLICANT

A N D :

RASHPAL SINGH PERSONAL REAL ESTATE CORPORATION

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This is a contract dispute. The applicant, The Coding Bull Development Ltd. (Coding Bull), says that it had a service agreement with the respondent, Rashpal Singh Personal Real Estate Corporation (RSPREC). Coding Bull says that RSPREC paid an invoice with a credit card, but later reversed the charge to get the money back. It

asks for an order that RSPREC pay the \$525 amount of the invoice, as well as \$30.53 in payment processing fees. Coding Bull also asks for an order that RSPREC pay it damages of \$2,000 and remove a negative online review of its business. RSPREC admits that there was a service agreement with Coding Bull, but says that it did not provide the promised service. RSPREC denies that it owes Coding Bull any money.

2. The applicant is represented by its principal. Mr. Singh represents the RSPREC.

JURISDICTION AND PROCEDURE

3. 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.
4. The CRT 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 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.
6. 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.

7. Under section 10 of the CRTA, the CRT must refuse to resolve a claim that it considers to be outside the CRT's jurisdiction. A dispute that involves some issues that are outside the CRT's jurisdiction may be amended to remove those issues. As noted above, Coding Bull asks for an order that RSPREC remove a negative online review and pay it \$2,000 in damages. Although not explicitly stated, I find that Coding Bull is making a claim for defamation. According to section 119 of the CRTA, the CRT does not have small claims jurisdiction over defamation. Therefore, I refuse to resolve the defamation claims under section 10 of the CRTA.

ISSUES

8. The issues in this dispute are:
 - a. Whether Coding Bull is entitled to payment of \$525.00 for the invoice charged back by RSPREC,
 - b. Whether Coding Bull is entitled to reimbursement for \$15.53 for a payment processing fee, and
 - c. Whether Coding Bull is entitled to reimbursement for \$15.00 for the payment company's dispute fee.

EVIDENCE AND ANALYSIS

9. In a civil dispute like this, 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.
10. The parties say that, on May 17, 2019, they made an agreement for digital marketing services. According to the written agreement, Coding Bull would develop advertisements and RSPREC would pay Coding Bull specific amounts for leads about potential real estate buyers and sellers. Coding Bull would deduct these

amounts from a \$500 deposit until it was depleted. RSPREC paid Coding Bull's \$525 invoice (for the deposit plus taxes) by credit card on May 17, 2019.

11. Coding Bull says it ran advertisements for RSPREC on Facebook between June 5 and 9, 2019 and generated a number of leads. The leads were not what RSPREC expected, and a disagreement developed about whether Coding Bull was complying with the agreement. Coding Bull offered to return the remaining balance of the deposit and terminate the agreement, but it declined to provide the full refund that RSPREC requested. RSPREC then obtained a chargeback of the \$525 from the credit card company.
12. As discussed above, Coding Bull seeks an order that RSPREC pay it the \$525 invoice amount, plus \$30.53 in processing fees (namely, \$15.53 for a payment processing fee and \$15.00 for the payment company's dispute fee). RSPREC says that Coding Bull did not provide the qualified buyer leads it was seeking and it reversed the credit card charge after Coding Bull refused to resolve the issues it raised.
13. Each party says that the other breached their agreement, RSPREC by reversing the payment and Coding Bull by not performing the agreed-upon services properly. As noted above, Coding Bull bears the burden of proof as the applicant in this dispute. However, the burden of proof is on RSPREC to establish that Coding Bull did not perform the services adequately.
14. As discussed above, the parties' agreement was to provide leads, which are defined in the agreement as "a new person wanting to know more about the services that you offer". The agreement contemplated payment for information, but did not guarantee that these leads would become clients. The agreement stated that a lead must provide the person's name, contact information and information about when they wish to buy a home or have their property evaluated. According to the agreement, a payment for a lead may be refunded if the individual provided false contact information, did not live in the target business area, or was not responsive after 12 contact attempts.

15. The evidence shows that Coding Bull provided RSPREC with 8 buyer leads at a cost of \$60 each, for a total of \$480. As documented in a June 14, 2019 telephone call (a recording of which is in evidence), RSPREC complained that 1 lead could not speak English, 1 lead was not able to afford a home, and he was not able to contact 2 leads. In addition, 1 person said they did not remember filling out a form and 2 numbers were not in service. No details were provided about the 8th lead.
16. It is apparent that RSPREC considers a lead to be someone who is willing to meet to discuss real estate services. However, this is not the definition of a lead in the agreement. I find that the definition of lead in the agreement is determinative, and that information about a lead requires payment, unless the conditions for a refund are met.
17. In the June 14, 2019 telephone call, a Coding Bull employee admitted that the 2 leads with out-of-service numbers would not count as leads. I agree that this would fall under the scope of false information. Under the terms of the agreement, RSPREC was entitled to a refund of \$60 for each of these contacts.
18. The remaining 6 leads included a non-English speaker, an unqualified buyer, and a person who did not recall filling out the form. These circumstances do not meet the requirements for a refund in the parties' agreement. RSPREC states that it could not contact 2 other leads, but did not provide evidence of the necessary 12 contact attempts. As such, the requirement for a refund has not been met. Similarly, as no evidence was provided about possible problems with the 8th lead, an entitlement to a refund has not been established.
19. I acknowledge that RSPREC expected something different, but find that it has not established that these 6 sets of information did not amount to leads as defined by the agreement. Therefore, RSPREC was responsible for the \$60 charge for each of these leads.
20. I have considered RSPREC's submission that Coding Bull's conduct did not live up to the agreement. RSPREC said that Coding Bull did not communicate, but the

evidence shows that Coding Bull employees did attempt to contact RSPREC on several occasions. RSPREC also stated that Coding Bull failed to provide it the proposed advertisements for approval. The evidence shows that Coding Bull did provide access to the advertisement before it was posted. However, the parties' agreement stated that Coding Bull would welcome feedback but would retain "100% control" of the advertisements. I find that pre-approval of the advertisement was not required, and these factors did not amount to a breach of the agreement on the part of Coding Bull.

21. As RSPREC received 6 buyers' leads as contemplated by the parties' agreement, I find that RSPREC breached the parties' agreement by reversing the credit card payment. However, the evidence does not establish that Coding Bull is entitled to the full \$500 it claims due to the required refunds described above and the unused \$20 from the deposit. I find that Coding Bull is entitled to payment of \$360 plus tax, for a total of \$378.
22. Coding Bull claims reimbursement for the payment company's \$15 dispute fee. This fee was incurred as a result of RSPREC's breach of the agreement and Coding Bull therefore is entitled to reimbursement of this amount.
23. My conclusion is different about Coding Bull's claim for reimbursement for a \$15.53 payment processing fee. This expense applied to the RSCPREC's initial credit card transaction and was related to Coding Bull's arrangement with its payment provider. The parties' agreement did not require RSPREC to pay this expense, and it was not incurred because of RSPREC's breach of the agreement. I find that Coding Bull is not entitled to reimbursement of this amount.
24. In summary, Coding Bull is entitled to \$378 under the parties' agreement and \$15 for the dispute fee, for a total of \$393. Coding Bull is also entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from September 25, 2019 (being the date the chargeback dispute was resolved in RSPREC's favour) to the date of this decision, this equals \$7.75.

25. 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 Coding Bull is entitled to reimbursement of \$125 in CRT fees. Coding Bull did not claim any dispute-related expenses.

ORDERS

26. Within 30 days of the date of this order, I order RSPREC to pay Coding Bull a total of \$525.75, broken down as follows:

- a. \$393 as damages for breach of the agreement,
- b. \$7.75 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 in CRT fees.

27. Coding Bull is entitled to post-judgment interest, as applicable.

28. The remainder of Coding Bull's claims are dismissed.

29. 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.

30. 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.

Lynn Scrivener, Tribunal Member