



# Civil Resolution Tribunal

Date Issued: July 22, 2020

File: SC-2020-001600

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Evo Print & Sign Ltd. v. Teja Trucking Ltd.*, 2020 BCCRT 812

BETWEEN:

EVO PRINT & SIGN LTD.

**APPLICANT**

AND:

TEJA TRUCKING LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Lynn Scrivener

## INTRODUCTION

1. This is a contract dispute. The applicant, Evo Print & Sign Ltd. (Evo), says that it had an agreement with the respondent, Teja Trucking Ltd. (Teja) to produce signage and other materials. Evo says that it delivered the completed product but Teja refused to pay its invoices. Evo asks for an order that Teja pay it \$2,887.50. Teja denies that it ordered the product in question, or that it owes Evo any money.

2. The applicant is represented by its principal and the respondent is represented by its director.

## **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.

## **ISSUES**

7. The issues in this dispute are:
  - a. whether Evo had an agreement with Teja to produce signage and other items, and

- b. If so, whether Teja owes Evo \$2,887.50 under that agreement.

## **EVIDENCE AND ANALYSIS**

8. In a civil dispute like this, an applicant bears the burden of proof on a balance of probabilities. Evo provided evidence and both parties provided 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. Evo says that it did business with Teja and 2 companies associated with Teja on several occasions starting in 2018. Evo says that it did not have written agreements with Teja, but instead confirmed each job verbally or through text or email messages. According to Evo, all of the previous invoices were paid in full.
10. Evo says that, in 2019, Teja asked it to produce a reception sign, a truck sign, and driver log books and bill of lading books that featured company names. Evo says it produced all of these items at its usual rates, which it says were known to Teja. Evo says that Teja's director picked up the books, and Evo attended Teja's premises to install the signage. Evo says that, although Teja did not express any dissatisfaction with the products, it refused to pay for them.
11. Evo says the products were invoiced on 2 handwritten invoices, both dated May 9, 2019. Invoice 001742 listed an order of 150 books, 5000 log books and 1 truck sign at a cost of \$2,050 plus taxes, for a total of \$2,152.50. Invoice 001743 is for 1 sign at a cost of \$700 plus taxes, for a total of \$735. These 2 invoices equal \$2,887.50.
12. Evo's evidence includes a screenshot of a February 2019 text message exchange with an individual identified as "Teja" about signage for a truck. It also provided artwork proofs for the driver's log books and bills of lading dated April 2019, as well as for the truck sign. Evo submitted a photo of a sign installed on a wall, which it says is in Teja's office.
13. Evo provided statements from 2 of its employees in support of its position that it produced work for Teja. Graphic designer, Mr. S, stated that he made Teja's log

books and bills of lading in April of 2019. Mr. M, who is Evo's printer assistant and shipper, provided a statement that he loaded the completed books into a Teja truck at some point in May of 2019.

14. Teja says that it does not have evidence to support its position as it did not order anything. It admits that it has done work with Evo in the past, and says that whatever work was done was paid for on time. Teja did not dispute Evo's description of how their orders were arranged. Further, Teja did not deny that signs produced by Evo are installed on its premises and truck. Teja initially stated that it did not order any the items claimed by Evo in this dispute. However, Teja later admitted that it received the truck sign and would be willing to pay for that item. Teja did not provide an explanation for its inconsistent statements.
15. I find it unlikely that Teja would have permitted Evo to install the signs on its property if it had not ordered them. I also find it unlikely that Evo would have produced branded products (many of them apparently on a rush basis) without an agreement to do so. I give significant weight to the witness statements about the production and delivery of the products to Teja.
16. Based on the evidence before me, I accept that Evo produced the products identified on its invoices, and that these products were ordered and received by Teja. I find that it is more likely than not that these products were the subject of an agreement between the parties. Accordingly, I find Teja is responsible for the invoiced amounts totaling \$2,887.50.
17. The *Court Order Interest Act* applies to the CRT. I find that Evo is entitled to pre-judgment interest calculated from the date of the invoices to the date of this decision. This equals \$65.42.
18. Under section 49 of the CRTA and CRT rules, the CRT generally will order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I find Evo is entitled to reimbursement of \$125 in CRT fees. Evo did not make a claim for dispute-related expenses.

## ORDERS

19. Within 30 days of the date of this order, I order Teja to pay Evo a total of \$3,077.92, broken down as follows:
  - a. \$2,887.50 as payment of invoices 001742 and 001743,
  - b. \$65.42 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in CRT fees.
20. Evo is entitled to post-judgment interest, as applicable.
21. 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.

22. 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.

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Lynn Scrivener, Tribunal Member