



Civil Resolution Tribunal

Date Issued: July 31, 2020

File: SC-2020-001513

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Andrew Jeffrey (dba Paraminerals Consulting) v. Laurion Mineral Exploration Inc., 2020 BCCRT 856*

B E T W E E N :

ANDREW JEFFREY (Doing Business As PARAMINERALS
CONSULTING)

APPLICANT

A N D :

LAURION MINERAL EXPLORATION INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kathleen Mell

INTRODUCTION

1. This dispute is about a contract for a video advertisement. The applicant, Andrew Jeffrey (dba Paraminerals Consulting), says that the respondent, Laurion Mineral Exploration Inc. (Laurion), hired him to produce an introductory video promoting their company. He says that Laurion was unhappy with the first draft video and he then realized that Laurion expected a video that was not in accordance with the work he did, so he only charged it for the one day he spent working on the video which is \$630. He asks that Laurion pay the \$630. Mr. Jeffrey represents himself.
2. Laurion says that Mr. Jeffrey did not produce the work it requested and the work he did produce was unsatisfactory. It says that it gave Mr. Jeffrey an opportunity to improve his work but he declined. So, Laurion says that it should not have to pay Mr. Jeffrey the \$630 requested. Laurion is represented by an organizational contact.

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. In some respects, this dispute amounts to a "he said, it said" scenario with both sides calling into question the credibility of the other. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note the decision *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, in which the

court recognized that oral hearings are not necessarily required where credibility is in issue. I therefore decided to hear this dispute through written submissions.

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 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 Mr. Jeffrey's work was within the scope of the agreement and was professionally done and, if so, does Laurion owe Mr. Jeffrey \$630 for the video he produced.

EVIDENCE AND ANALYSIS

8. In a civil dispute such as this, as the applicant, Mr. Jeffrey must prove his case on a balance of probabilities. However, Laurion argues that Mr. Jeffrey provided a defective video. Where a party alleges defective work, they bear the burden of proving the defect, see *Lund v. Appleford Building Company Ltd. et al*, 2017 BCPC 91 at paragraph 124.
9. I will not refer to all of the evidence or deal with each point raised in the parties' submissions. I will refer only to the evidence and submissions that are relevant to my determination, or to the extent necessary to give context to these reasons.
10. It is undisputed that on January 7, 2020 Laurion hired Mr. Jeffrey to work on a video promoting Laurion's company. Mr. Jeffrey says that he provides technical 3D animation services. Mr. Jeffrey says that he spoke to C, Laurion's president, and C agreed to hire him for 3 days at \$600 a day plus GST to create a one-minute long

film introduction segment. He says he worked on the video between January 7 to January 13, 2020 spending about twelve hours on the first draft of the video. Mr. Jeffrey submitted the video to C on January 13, 2020.

11. Laurion does not dispute that it hired Mr. Jeffrey on this pay schedule. As noted above, Laurion has two arguments for why Mr. Jeffrey's work was defective. First, it says Mr. Jeffrey did not meet the "deliverable" which means the work he was expected to do. Second, Laurion says Mr. Jeffrey's work was substandard.

Did Mr. Jeffrey produce a video in accordance with the agreement?

12. I find that Mr. Jeffrey did perform the work as expected. C says that Mr. Jeffrey's video did not show the logo animation, and this was the only thing that Mr. Jeffrey was supposed to do and that another company led by M was responsible for the remainder of the video. I have watched Mr. Jeffrey's video and find it does show the logo animation. I also note that Mr. Jeffrey indicated that he reviewed the storyboard provided by C which sets out the entirety of the expected video. The storyboard did not say that Mr. Jeffrey was only supposed to provide a beginning portion dealing with the logo. Mr. Jeffrey provided the entirety of the video including the logo animation.
13. I find it does not make sense that if Mr. Jeffrey knew the expectation was that he was only supposed to provide this limited aspect of the video that he would go on and create a draft of the entire storyboard. It also does not make sense that this limited logo aspect of the introduction would take a minute. However, this is the length Mr. Jeffrey indicated in a January 9, 2020 email his portion of the project would require before he started it. I find that this supports a finding that C was aware that Mr. Jeffrey was working on more than just the logo animation.
14. Further, on January 13, 2020, C emailed Mr. Jeffrey after receiving the video and did not say her dissatisfaction was because Mr. Jeffrey went beyond the deliverable expected. Rather, she criticized every aspect of the production, beyond just the corporate logo section. She mentioned the "page turning effect" and the

transitioning scene at the end showing where the mine was Laurion was advertising. None of this has anything to do with the section dealing with the corporate logo. C also did not say that Mr. Jeffrey should not have produced the other elements of the video.

15. It is noteworthy that M sent Mr. Jeffrey an email on January 14, 2020 saying that he thought there had been a “miscommunication” but he did not blame Mr. Jeffrey for not providing the “deliverable.” M specified that his company was dealing with all aspects of the video except for the one section with the logo. This is not consistent with what C indicated when she provided her criticism of Mr. Jeffrey’s video.
16. In preparation for this dispute, M sent an email to C saying that he overheard a conversation between his company’s employee D and Mr. Jeffrey discussing that Mr. Jeffrey’s contribution was limited and that Mr. Jeffrey was only to create a logo opening animation. M’s evidence on this is hearsay and of limited evidentiary value. Further, if D had this conversation with Mr. Jeffrey, I would expect that Laurion would have obtained D’s statement, but it did not do so. I do not accept M’s email as proof that Mr. Jeffrey knew that he was only supposed to provide a video segment of the logo.
17. Based on all the evidence, and particularly C’s email criticizing Mr. Jeffrey’s video but not saying it went outside the limits of what Laurion asked him to produce, I find that Mr. Jeffrey met the deliverable and provided a video according to what Laurion asked him to complete.

Was Mr. Jeffrey’s work substandard?

18. Laurion’s second complaint is that Mr. Jeffrey’s work was not the “caliber” it expected. I infer this to mean that Laurion argues that Mr. Jeffrey’s work was below the industry standard. Mr. Jeffrey says that the video produced was the product of 12 hours work and that Laurion expected something that would take more than the 3 days and cost thousands of dollars to produce.

19. Laurion provided a letter from M who said they could produce what Mr. Jeffrey did in an hour and do a better job. I first note that I do not accept M's evidence as expert evidence as he did not provide an opinion setting out his credentials. Further, M is not independent or unbiased because his company was also working on the same project and benefitted from Mr. Jeffrey not doing work M thought it was entitled to produce.
20. As noted, I have reviewed the video. Laurion says it is substandard. It does not appear substandard on its face especially since it was a first draft. Laurion did not file evidence from another videographer to prove that Mr. Jeffrey's work was deficient. To find that Mr. Jeffrey's work was negligent, I would need evidence from someone qualified to complete such work indicating that the work was substandard. Laurion did not submit such evidence. I find that Laurion has failed to meet the burden upon it to prove that Mr. Jeffrey's work was defective.
21. Laurion says that it offered Mr. Jeffrey an opportunity to redo the video. Mr. Jeffrey says that it was clear that Laurion wanted a production level beyond what he could produce in the number of hours allotted. Laurion did not provide evidence as to how long the video segment would take to produce or how much it should cost, aside from M's opinion which I have rejected. I find that Mr. Jeffrey was entitled to end his contribution to the project and charge for the hours he put in because he completed the scope of the work and Laurion did not establish that Mr. Jeffrey's work was substandard.
22. Therefore, I find that Mr. Jeffrey is entitled to the \$630 requested for work he provided on the video. Mr. Jeffrey is also entitled to interest under the *Court Order Interest Act (COIA)*. Mr. Jeffrey submitted an invoice on January 9, 2020 but did not submit the video until January 13, 2020. There is no proof that Laurion agreed to pay in advance. Therefore, I find that Mr. Jeffrey is entitled to interest as of January 13, 2020 to the date of this decision. This amounts to \$5.96.

23. Under section 49 of the CRTA and the CRT's rules, the CRT will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Mr. Jeffrey was successful, so he is entitled to reimbursement of his \$125 tribunal fees. Neither party made a claim for expenses.

ORDERS

24. I find that within 30 days Laurion must pay Mr. Jeffrey a total of \$760.96 broken down as follows:

- a. \$630.00 in debt for video production work,
- b. \$5.96 in pre-judgment interest under the *COIA*, and
- c. \$125.00 in tribunal fees.

25. Mr. Jeffrey is also entitled to post-judgement interest as applicable.

26. Under section 48 of the CRTA, the tribunal 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 tribunal'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 tribunal can only waive, suspend or extend mandatory time periods during the declaration of a state of emergency. After the state of emergency ends, the tribunal will not have this ability. A party should contact the tribunal as soon as possible if they want to ask the tribunal to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

27. Under section 58.1 of the CRTA, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal 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 tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Kathleen Mell, Tribunal Member