



Civil Resolution Tribunal

Date Issued: August 26, 2020

File: SC-2020-002751

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *0955824 BC Ltd. Van Pro Disposal v. Wadhwa*, 2020 BCCRT 954

B E T W E E N :

0955824 BC LTD. DBA VAN PRO DISPOSAL

APPLICANT

A N D :

MANJIT KAUR WADHWA and MANVINDER SINGH WADHWA

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. This dispute is about payment for garbage disposal services.
2. The applicant 0955824 BC Ltd. dba Van Pro Disposal (Van Pro) says the respondents Manjit Kaur Wadhwa and Manvinder Singh Wadhwa failed to pay \$529.08 for garbage disposal services it provided.

3. Ms. Wadhwa says that Van Pro overcharged her and her son by agreeing to a \$30 flat fee to dump some drywall but then charging them an additional \$170 labour fee for sorting drywall out from the other garbage, and for charging to dispose of 2.64 tons when there was only 1 ton of waste. Ms. and Mr. Wadhwa agree that they owe \$90 plus taxes but dispute any further charges.
4. Van Pro is represented by employee WY. Mr. and Ms. Wadhwa represent themselves, through Ms. Wadhwa as primary contact.

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, email, or a combination of these. In some respects, this dispute amounts to a "it said, they said" scenario with both sides calling into question the credibility of the other. Credibility of witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me.
7. 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. In *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, the court recognized that oral hearings are not necessarily required where credibility is in issue. I decided to hear this dispute through written submissions.

8. 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.
9. 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.
10. While only Ms. Wadhwa filed a Dispute Response, she refers to both respondents throughout. I therefore find that the Dispute Response was filed on behalf of both Mr. and Ms. Wadhwa.

ISSUE

11. The issue in this dispute is whether the Wadhwas owe Van Pro the claimed \$529.08 for waste disposal services provided.

EVIDENCE AND ANALYSIS

12. In this civil claim, Van Pro bears the burden of proof on a balance of probabilities. I have reviewed the evidence and submissions but refer to them only as I find necessary to explain my decision.
13. In February 2020, Mr. and Ms. Wadhwa called Van Pro asking to rent a 20-yard cubic bin for household garbage. Van Pro quoted them \$220 for the bin, and \$140 per ton for general waste, excluding banned material such as drywall.
14. On February 28, 2020, Van Pro dropped the bin off at the Wadhwas' address.
15. On March 14, 2020, MS, a driver for Van Pro who provided a written statement, picked up the bin from the Wadhwas' property.

16. MS then spoke with Mr. Wadhwa and asked him to follow MS to the dump to pay the bill for the waste. Mr. Wadhwa said he did not have time. Mr. Wadhwa said there was no banned material mixed in with household garbage in the bin. Mr. Wadhwa agreed to pay a \$220 hauling fee and for waste to be dumped at \$140 per ton.
17. Mr. Wadhwa gave MS \$300 and said he would pay the balance once the waste was weighed and dumped.
18. MS then inspected the waste and found some drywall was mixed in. Photographs provided by Van Pro confirm his observation. MS therefore took the waste to be sorted out, because drywall must be dumped separately. It is undisputed that Segal Disposal conducted the sorting work which was then charged through Van Pro.
19. MS was present when someone at Segal Disposal, who was going to sort out the drywall, phoned and told Mr. Wadhwa that there would be a \$170 labour charge to sort out the drywall.
20. Ms. Wadhwa submits that neither she nor her son agreed to pay the \$170 charge. However, Mr. Wadhwa did not provide any evidence. I therefore draw an adverse inference against the Wadhwas and accept MS' account of what happened. I find that Mr. Wadhwa agreed to have Segal Disposal proceed with the sorting service work for an extra \$170 plus a \$30 drywall dumping fee.
21. On March 17, 2020, MS dumped the remaining waste at Ecowaste Industries Ltd (Ecowaste) in Richmond, where it was recorded as weighing 2.64 tons.
22. Van Pro issued a March 26, 2020 invoice to Manvinder Singh Wadhwa for \$829.08, made up of \$170 in labour to separate drywall from the other waste, the \$30 drywall dump fee, plus \$220 in disposal fees for a 20-yard bin and a charge for 2.64 tones of regular waste at \$140 per ton, plus tax. The Wadhwas do not dispute that Van Pro's service was provided to them jointly. After Mr. Wadhwa's \$300 cash payment to MS was applied against this invoice, I find that \$529.08 remained owing by the Wadhwas.

23. Ms. Wadhwa says that Van Pro picked up only 1 ton of waste but charged for 2.64 tons.
24. Van Pro provided a March 17, 2020 receipt from Ecowaste showing that it dumped 2.64 tons of waste. Based on the Ecowaste receipt and MS's evidence, I find that Van Pro removed 2.64 tons of waste for the Wadhwas.
25. For these reasons, I find that Mr. and Ms. Wadhwa must pay Van Pro the claimed \$529.08 for waste removal services.
26. The *Court Order Interest Act* applies to the CRT. Van Pro is entitled to pre-judgment interest on the \$529.08 from March 26, 2020, the date of the invoice, to the date of this decision. This equals \$3.11.
27. 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 Van Pro is entitled to reimbursement of \$125 in CRT fees. I deny Van Pro's claim for \$20 in dispute-related expenses for a title search, because one was not filed in evidence and a title search was not necessary to bring this claim.

ORDERS

28. Within 30 days of the date of this order, I order Mr. and Ms. Wadhwa to pay Van Pro a total of \$657.19, broken down as follows:
 - a. \$529.08 in payment for waste disposal services,
 - b. \$3.11 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
29. Van Pro is entitled to post-judgment interest, as applicable.

30. 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 Province of British Columbia has enacted a provision under the *COVID-19 Related Measures Act* which says that statutory decision makers, like the CRT, may waive, extend or suspend mandatory time periods. This provision is expected to be in effect until 90 days after the state of emergency declared on March 18, 2020 ends, but the Province may shorten or extend the 90-day timeline at any time. 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.
31. 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.

Julie K. Gibson, Tribunal Member