



# Civil Resolution Tribunal

Date Issued: September 25, 2020

File: SC-2020-004782

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Coast Outdoor Advertising Ltd. v. Boltakke*, 2020 BCCRT 1083

**B E T W E E N :**

COAST OUTDOOR ADVERTISING LTD.

**APPLICANT**

**A N D :**

TAMARA BOLTAKKE

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shannon Salter, Chair

## INTRODUCTION

1. The applicant, Coast Outdoor Advertising Ltd. (Coast), says the respondent, Tamara Boltakke, owes it \$2,802.46 for 2 months' advertising services. Ms. Boltakke says she cannot afford to pay this amount, due to the COVID-19 pandemic, which caused her cannabis business to close. She also says that Coast agreed to put the May 2020 invoice "on hold" due to the pandemic.

2. Coast is represented by its employee AW. Ms. Boltakke is self-represented.

## **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. Coast provided a statement of account showing charges for June 29, 2020, and July 27, 2020. I find these amounts are not before me in this dispute, as they were not included in the Dispute Notice. Further, while the parties agree that Ms. Boltakke requested that Coast remove her signage, the issue of whether the parties' contract has been terminated is also not before me in this dispute.

## **ISSUE**

8. The issue in this dispute is whether Ms. Boltakke owes Coast the claimed \$2,802.46 for 2 months' advertising services.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, Coast as the applicant must prove its claim on a balance of probabilities. I have read all the submitted evidence, but I refer only to the evidence I find relevant to provide context for my decision.
10. The parties agree that on March 27, 2020, they entered into a contract for billboard advertising services to promote Ms. Boltakke's cannabis business (contract). The contract states that Coast was to provide advertising services from April 6, 2020 to April 5, 2021, for which Ms. Boltakke would pay Coast \$17,348.50 plus GST, divided into monthly payments. Ms. Boltakke does not dispute that Coast provided the agreed services. She also agrees she owes Coast for its May 3, 2020 invoice (#10541) and June 1, 2020 (#10542) invoices, totaling \$2,802.46 and that as of June 17, 2020, the date of the dispute notice, these remained unpaid. Finally, it is undisputed that Ms. Boltakke's cannabis business has closed.
11. Ms. Boltakke says that Coast agreed to put the May 3, 2020 invoice #10541 "on hold" due to the Covid-19 pandemic, but does not dispute Coast's statement in its June 1, 2020 invoice providing for a "contract pause from May 4 to 31, 2020 for COVID19." I therefore find the pause on payment for the May 3, 2020 invoice ended on May 31, 2020 and it became due on June 1, 2020. There is no dispute that the other invoice, #10542, also became due on June 1, 2020.
12. I acknowledge the unfortunate impact that the Covid-19 pandemic has had on Ms. Boltakke's business. However, the inability to pay is not by itself a defense to a debt claim. I find that Coast provided the advertising services as agreed, for the amounts agreed. Ms. Boltakke therefore owes Coast for its May 3, 2020 invoice (#10541)

and June 1, 2020 invoice (#10542), totaling \$2,802.46, and I order her to pay this amount.

13. Coast did not claim contractual interest, and so I order none. However, the *Court Order Interest Act* applies to the CRT. Coast is entitled to pre-judgment interest on the \$2,802.46 from June 1, 2020, the date the two invoices were due, to the date of this decision. This equals \$5.10.
14. 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. As it was successful in its claim, I find Coast is entitled to reimbursement of \$125 in CRT fees. No dispute-related expenses were claimed.

## **ORDERS**

15. Within 30 days of the date of this order, I order Ms. Boltakke to pay Coast a total of \$2,932.56, broken down as follows:
  - a. \$2,802.46 in debt for advertising services,
  - b. \$5.10 in in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in CRT fees.
16. Coast is entitled to post-judgment interest, as applicable.
17. 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.

18. 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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Shannon Salter, Chair