



Civil Resolution Tribunal

Date Issued: October 5, 2020

File: SC-2020-003901

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Stark CNC Manufacturing Ltd. v. StoneTrends Marble and Granite (2013) Ltd.*, 2020 BCCRT 1119

B E T W E E N :

STARK CNC MANUFACTURING LTD.

APPLICANT

A N D :

STONETRENDS MARBLE AND GRANITE (2013) LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This is a dispute about outstanding invoices. The applicant, Stark CNC Manufacturing Ltd. (Stark), says that it provided waterjet cutting services to the respondent, StoneTrends Marble and Granite (2013) Ltd. (StoneTrends), and that

StoneTrends did not pay for the work in full. Stark says that \$2,947.23 is outstanding, and it asks for an order that StoneTrends pay it this amount. StoneTrends admits that it received the services from Stark, but denies that it owes Stark any money.

2. Stark is represented by a director and StoneTrends is represented by its owner.

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.

ISSUE

7. The issue in this dispute is whether StoneTrends owes Stark \$2,947.23 for the outstanding invoices.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, an applicant bears the burden of proof on a balance of probabilities. With the exception of evidence about settlement negotiations during the facilitation process provided by StoneTrends (which I did not read given the CRTA's provisions about keeping settlement discussions confidential), I have considered all of the information submitted by the parties. However, I will refer only to that which is necessary to provide context to my decision.
9. Stark says that it has provided waterjet cutting services to StoneTrends since 2016. According to Stark, StoneTrends paid for the majority of the work, but has failed to pay the full amount charged on a number of invoices between December of 2018 and July of 2019. As noted, Stark says that \$2,947.23 remains outstanding.
10. StoneTrends does not dispute that it received the services invoiced by Stark. However, StoneTrends says that it does not owe Stark any money because the parties had an agreement to trade Stark's waterjet cutting services for the "regular borrowing and usage" of StoneTrends' forklift "over the past 4 years". StoneTrends says that the agreement was verbal and says that it does not have any "paperwork" to document it. In contrast, Stark says that it did not enter into this verbal agreement.
11. A December 12, 2019 statement shows that StoneTrends' account had a balance forward of \$6,604.54 on December 31, 2018. During 2019, Stark issued 14 new invoices to StoneTrends and recorded 10 separate payments, leaving the claimed outstanding balance of \$2,947.23. A December 12, 2019 email message to StoneTrends says that Stark "recorded the carts as a cash payment", and I infer that this indicates that "the carts" were exchanged for an unspecified payment.

There is no mention in the statement or email message about an exchange of services for forklift use.

12. The evidence also contains a copy of a June 2020 exchange of text messages between Stark and StoneTrends in which they discussed the possibility of a payment plan. The messages do not show that the parties reached any agreement about a payment plan, and do not reference an agreement about the forklift.
13. The evidence establishes that StoneTrends made payments to Stark in 2019 and discussed a payment plan in 2020. This is not consistent with StoneTrends' position that there had been a 4-year arrangement that did not require it to make any payments to Stark. I find it significant that StoneTrends did not explain this discrepancy. Further, the evidence does not establish that Stark ever used any of StoneTrends' equipment.
14. I find that the evidence before me does not support the conclusion that there was an agreement between Stark and StoneTrends that would not require StoneTrends to pay for the work Stark performed and invoiced. I find that StoneTrends is responsible for the outstanding cost of the services that it admits it received from Stark. Therefore, StoneTrends must pay Stark \$2,947.23.
15. Stark is also entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from December 13, 2019 (which is when Stark says that interest started applying to the amount owing), this equals \$35.16.
16. 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 see no reason in this case not to follow that general rule. I find that Stark is entitled to reimbursement of \$125 in CRT fees. It did not make a claim for dispute-related expenses.

ORDERS

17. Within 30 days of the date of this order, I order StoneTrends to pay Stark a total of \$3,107.39, broken down as follows:
 - a. \$2,947.23 for waterjet cutting services,
 - b. \$35.16 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
18. Stark is entitled to post-judgment interest, as applicable.
19. 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.
20. 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