



Civil Resolution Tribunal

Date Issued: October 13, 2020

File: SC-2020-003809

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *2 Burley Men Moving Ltd. v. McGregor*, 2020 BCCRT 1154

BETWEEN:

2 BURLEY MEN MOVING LTD.

APPLICANT

AND:

RYAN MCGREGOR

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This dispute is about an agreement for moving services. The applicant, 2 Burley Men Moving Ltd. (2BM), says that it performed moving services for the respondent, Ryan McGregor, but has been paid only \$1,500 of its \$2,382.48 invoice. 2BM asks for an

order that Mr. McGregor pay its outstanding balance of \$882.48. Mr. McGregor admits that he did not pay 2BM the full amount of the invoice, but says that he does not owe any money based on 2BM's \$1,500 quote.

2. 2BM is represented by an employee. Mr. McGregor 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.

ISSUE

7. The issue in this dispute is whether Mr. McGregor is responsible to pay 2BM the remaining \$882.48 of its invoice.

EVIDENCE AND ANALYSIS

8. In a civil dispute like this, an applicant bears the burden of proof on a balance of probabilities. The parties provided evidence and 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. There is no dispute that Mr. McGregor hired 2BM to move his belongings from the Lower Mainland to Vancouver Island on May 4, 2020. When the move was complete, 2BM documented the costs of labour (\$1,680), ferry fees (\$568.48), taxes (\$84.00) and an insurance charge (\$50.00) on its waybill, for a total of \$2,382.48.
10. Mr. McGregor refused to pay the amount listed on the waybill, saying that 2BM's dispatcher had given him a quote of only \$1,500. Mr. McGregor provided a cheque for \$1,500 which was cashed by 2BM on June 4, 2020. 2BM's claim is for the remaining \$882.48.
11. At the outset, I will address 2BM's suggestion that Mr. McGregor agreed to pay the full amount it billed by signing a waybill. The pre-printed waybill contains handwritten information about the move and associated charges. It contains a space for a customer's signature to acknowledge that "[s]ervices ordered were performed and shipment was received in good condition". There is a mark in the space for the customer's signature, but Mr. McGregor denies that he signed the waybill.
12. The marking on the waybill appears to be an X, and is not consistent with the form of Mr. McGregor's signature in evidence. Further, 2BM's own employee provided a statement in which he noted that he and Mr. McGregor were not at the same location when the move was completed. 2BM did not explain how Mr. McGregor could have signed the waybill in these circumstances. Based on the evidence before me, I find that it is more likely than not that Mr. McGregor did not sign the waybill. Even if I am incorrect, given the waybill's wording, I find that an acknowledgement of the receipt of the goods did not amount to an agreement to pay or a confirmation of the terms of the parties' contract.

13. The parties agree that they had a contract, but they disagree about its terms. Mr. McGregor says that 2BM's dispatcher provided him with a quote of \$1,000 to \$1,500 for the move, with no mention of additional fees or the possibility that the move could cost more. In contrast, 2BM says that Mr. McGregor was given an estimate based on an hourly rate, not a binding quote.
14. Although Mr. McGregor says that he never had notice of any additional charges such as ferry fares, this is not consistent with the evidence. An Appointment Confirmation document says that the move would involve "2 men at \$120 per hour plus tax", as well as "+ ferries + travel + \$50 ICBC fee". This information is consistent with the handwritten charges recorded on the waybill. The confirmation contains other information about the locations and nature of the items on both ends of the move. I note that the confirmation was addressed to the same email address that Mr. McGregor provided for use in this dispute. I also note that the confirmation does not contain the anticipated total cost of the move.
15. Although the dispatcher may have provided an informal verbal estimate of expected costs, I find that this was not a guaranteed price for the move. This is significant as the move involved drop-offs at 2 locations, and it is not clear that this additional location was contemplated when the move was booked. The evidence supports the conclusion that the parties' contract was for services at an hourly rate, plus fees and taxes, as submitted by 2BM. There is no indication in the evidence that 2BM deliberately underestimated the cost of the move or overcharged for labour or other costs. I find that the parties' agreement did not involve a maximum payment of \$1,500. Accordingly, I find Mr. McGregor is responsible for the remaining balance of \$882.48.
16. 2BM is also entitled to pre-judgment interest on the \$882.48 under the *Court Order Interest Act*. Calculated from May 5, 2020 (being the date of 2BM's demand for payment), this equals \$3.82.
17. 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 2BM is entitled to reimbursement of \$125 in CRT fees. It does not claim dispute-related expenses.

ORDERS

18. Within 30 days of the date of this order, I order Mr. McGregor to pay 2BM a total of \$1,011.30, broken down as follows:

- a. \$882.48 under the parties' agreement,
- b. \$3.82 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 for CRT fees.

19. 2BM is entitled to post-judgment interest, as applicable.

20. 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.

21. 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