



Civil Resolution Tribunal

Date Issued: December 18, 2020

File: SC-2020-006032

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Artana Solutions Inc. v. Ventros Technologies Canada Inc.*,
2020 BCCRT 1433

B E T W E E N :

ARTANA SOLUTIONS INC.

APPLICANT

A N D :

VENTROS TECHNOLOGIES CANADA INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner

INTRODUCTION

1. This dispute is about payment for consulting services. The applicant, Artana Solutions Inc. (Artana), supplied consulting services to the respondent, Ventros Technologies Canada Inc. (Ventros). Artana says Ventros failed to pay and claims \$4,200 for the unpaid services.

2. Ventros agrees that it owes Artana the claimed amount but says it cannot afford to pay at this time. Ventros says that it is near insolvency and it has creditors other than Artana, so it would violate the *Fraudulent Preference Act* to pay Artana before its other creditors.
3. The parties are each represented by an employee or officer

JURISDICTION AND PROCEDURE

4. 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). Section 2 of the CRTA states that 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 the dispute's parties that will likely continue after the CRT process has ended.
5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me, and I find that there are no significant issues of credibility or other reasons that might require an oral hearing.
6. Section 42 of the CRTA says 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.
7. 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

8. The issue in this dispute is whether Artana is entitled to an order for payment of its outstanding invoice.

EVIDENCE AND ANALYSIS

9. In a civil claim like this one, Artana as the applicant, must prove its case on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
10. The facts are straightforward. The parties entered an agreement on October 31, 2018 for Artana to provide consultation and project management services to Ventros until March 31, 2019. It is undisputed that Artana provided the services, as agreed. Artana issued invoice #231 for its January 2019 services in the amount of \$3,150. It then issued invoice #234 for its February 2019 services in the amount of \$1,050. Ventros admits that it has failed to pay these 2 invoices.
11. As noted above, Ventros agrees that it owes Artana \$4,200 for the unpaid services. However, it says that it cannot afford to pay at this time. Ventros did not provide any evidence that it has filed bankruptcy proceedings to date, nor did it provide any evidence that paying Artana would constitute a fraudulent preference.
12. I find Ventros' stated inability to pay does not remove its contractual obligation to pay for services rendered to it. I find that Ventros is liable and must pay Artana the claimed \$4,200, as shown in the invoices.
13. The *Court Order Interest Act* applies to the CRT. I find that Artana is entitled to pre-judgement interest on the \$4,200 debt from the invoice due dates (which I find is 30 days after the invoice date) to the date of this decision. I have calculated the interest individually on each of the 2 invoices based on their respective amounts and due dates. This equals \$115.81.

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. I find Artana is entitled to reimbursement of \$175 in CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

15. Within 30 days of the date of this decision, I order Ventros to pay Artana a total of \$4,490.81, broken down as follows:
- a. \$4,200 in debt,
 - b. \$115.81 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
16. Artana 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.

Kristin Gardner, Tribunal Member