



# Civil Resolution Tribunal

Date Issued: January 25, 2021

File: SC-2020-007003

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Great Lawns & Beyond Ltd. v. McAndrew*, 2021 BCCRT 90

BETWEEN:

GREAT LAWNS & BEYOND LTD.

**APPLICANT**

AND:

OLIVIA MCANDREW

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Chad McCarthy

## INTRODUCTION

1. This dispute is about payment for landscaping maintenance. The applicant, Great Lawns & Beyond Ltd. (Great Lawns), says that it provided 5 hours of landscaping maintenance services to the respondent, Olivia McAndrew. Great Lawns says Ms.

McAndrew refused to pay for its services unless it performed additional services for free, which it did not agree to do. Great Lawns claims \$624.75 for the unpaid services.

2. Ms. McAndrew says Great Lawns failed to complete one section of yard. She says she owes nothing.
3. In this dispute, Great Lawns is represented by its owner, Cory Brewer. Ms. McAndrew is self-represented.

## **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. Although the parties' submissions each call into question the credibility of the other party in some respects, I find I can properly assess and weigh the written evidence and submissions before me, and that an oral hearing is not necessary in the interests of justice. In the decision *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always needed where credibility is in issue. Keeping in mind that the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
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. This issue in this dispute is whether Great Lawns completed agreed-upon landscaping maintenance services, and if so, whether Ms. McAndrew owes \$624.75 or another amount.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, as the applicant Great Lawns must prove its claims on a balance of probabilities. I have read and weighed all the submitted evidence, but I refer only to the evidence I find relevant to provide context for my decision. I note that Ms. McAndrew submitted no evidence, despite having an opportunity to do so.
10. Great Lawns submitted its March 24, 2020 estimate for Ms. McAndrew's landscaping services. The estimate was for a total of 5 hours of maintenance at 2 different properties, which included mowing, weeding, pruning, blowing, and other tasks. The estimate totalled \$624.75 for the work, including sales tax. While the estimate quoted no hourly rate, I find it clearly says that the agreement was for 5 hours of work, and not for the completion of any particular tasks.
11. Great Lawns also submitted internal records showing it actually spent more than 11 hours on the work for Ms. McAndrew, on April 2 and 3, 2020. Ms. McAndrew does not directly deny that Great Lawns spent at least 5 hours performing the agreed services. She also does not directly dispute the contents of the estimate, including the types of work it addressed and the total price of that work. Great Lawns says Ms. McAndrew requested further work, beyond that shown in the estimate, which it offered to do for an additional fee. Great Lawns says Ms. McAndrew refused to pay anything more for the additional work, so Great Lawns declined to do it.

12. Ms. McAndrew says that Great Lawns did not complete its services as agreed, because one section of a yard was not finished. In a June 20, 2020 email submitted by Great Lawns, Ms. McAndrew wrote, “Live up to your contract and then you will get paid.” However, Ms. McAndrew does not further explain what work or which section of yard was not finished.
13. I find that Ms. McAndrew does not allege that Great Lawns’ work was deficient, or that it worked too slowly, only that the work was incomplete. However, I found above that the estimate does not show any agreement to complete any specific service, only to provide a certain number of hours of labour, which Great Lawns undisputedly provided.
14. As noted, Ms. McAndrew chose not to provide evidence in this dispute, including any evidence showing that Great Lawns agreed to complete certain tasks. Further, I find Ms. McAndrew does not sufficiently explain what the incomplete services were.
15. Upon weighing the evidence before me, I find that the parties agreed to the estimate, and that Great Lawns performed the number of hours of services shown in the estimate. I also find the evidence fails to show that Great Lawns agreed to complete any specific task for Ms. McAndrew. Overall, I find that Great Lawns completed the agreed services for the estimated price.
16. So, I find that Ms. McAndrew must pay Great Lawns \$624.75 for its landscaping maintenance services.

## **CRT FEES, EXPENSES, AND INTEREST**

17. 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. Great Lawns was successful here, so I find Ms. McAndrew must reimburse its \$125 in CRT fees. Ms. McAndrew was unsuccessful, so I find she is not entitled to reimbursement of the \$25 CRT paper document fee she paid. The parties did not claim any dispute-related expenses.

18. Under the *Court Order Interest Act*, Great Lawns is entitled to pre-judgment interest on the \$624.75 owing. Great Lawns' records show it sent Ms. McAndrew an invoice for the services via email on April 6, 2020. I find it likely that the invoice was due on that date. So, I find pre-judgment interest is calculated from April 6, 2020 until the date of this decision. This equals \$4.48.

## **ORDERS**

19. Within 30 days of the date of this order, I order Ms. McAndrew to pay Great Lawns a total of \$754.23, broken down as follows:

- a. \$624.75 in debt for unpaid landscaping maintenance services,
- b. \$4.48 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 in CRT fees.

20. Great Lawns is entitled to post-judgment interest, as applicable.

21. 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.

22. 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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Chad McCarthy, Tribunal Member