



# Civil Resolution Tribunal

Date Issued: March 23, 2021

File: SC-2020-008286

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Coy v. Single-Dain*, 2021 BCCRT 320

B E T W E E N :

JOHN COY

**APPLICANT**

A N D :

KATHERINE SINGLE-DAIN

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Chad McCarthy

## INTRODUCTION

1. This dispute is about payment for alleged event production and film editing work. The applicant, John Coy, and the respondent, Katherine Single-Dain, both worked on a live artistic event in 2017 I will refer to as the 2017 event. Mr. Coy says that the parties agreed he would “fill in” for Ms. Single-Dain’s work on the 2017 event in return for her

hiring Mr. Coy, doing business as You're Doin' Great Productions, for video editing work on a film I will refer to as HTHP. Mr. Coy says he did the fill-in work in 2017, but discovered in about July 2020 that the HTHP editing work had been awarded to someone else. He claims \$3,407.22 for the alleged event fill-in work, and \$866.91 for alleged HTHP film editing he completed in 2017.

2. Ms. Single-Dain says there was no agreement between the parties. She says that Mr. Coy never performed any 2017 event fill-in work for her, and never provided any useful HTHP work. Ms. Single-Dain also says that she was an employee or contractor for a third party, DFCS, which owns both the 2017 event and HTHP film. She says she owes Mr. Coy nothing.
3. Each party is self-represented in this dispute.

## **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.
8. Mr. Coy submitted some evidence after the deadline. Ms. Single-Dain had an opportunity to comment on it, and does not object to it, so I allow the late evidence.
9. On the evidence before me, I find that Mr. Coy reasonably discovered his claim against Ms. Single-Dain in July 2020, when he learned that the HTHP editing work was being done by someone else. I acknowledge that the parties had not been in contact about the film for some time before then. As described below, I find Ms. Single-Dain told Mr. Coy in 2017 and 2018 that HTHP was on hold, which I find supports the lack of communication being reasonable. In the circumstances, I find that Mr. Coy first reasonably ought to have known about his claim in July 2020, and that he commenced this CRT dispute within the 2 year timeframe required under section 6 of the *Limitation Act*. In any event, the outcome of my decision does not turn on this finding.

## **ISSUE**

10. The issue in this dispute is whether the parties agreed that Mr. Coy would perform the alleged fill-in and film editing work, and if so, is Ms. Single-Dain responsible for paying for any completed work?

## EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, as the applicant Mr. Coy must prove his 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.
12. The undisputed evidence is that DFCS hired both parties to work on the 2017 production of the annual event. Under a signed contract in evidence, Ms. Single-Dain was paid a fixed fee of \$3,500 to be the Producer of the event, and to equally share with Mr. Coy the “Event Administration: Permitting/Logistics” role. Also under a signed contract in evidence, Mr. Coy was paid \$2,500 to be the Production Manager, and to share the Event Administration role with Ms. Single-Dain.
13. I find the evidence before me shows that DFCS owned the 2017 event, and that DFCS hired and paid the parties for their work on the 2017 event. On balance, I also find that DFCS owned the HTHP film production, and hired Ms. Single-Dain as the executive producer of HTHP. I find there is no evidence to the contrary, and Mr. Coy does not directly deny that HTHP is a DFCS film. DFCS is not a named party in this dispute. The parties agree that they discussed the possibility of Mr. Coy doing film editing work for HTHP in 2017, and that Ms. Single-Dain gave Mr. Coy a draft copy of the film.
14. This dispute largely turns on whether the parties agreed in 2017 that Mr. Coy would fill in for Ms. Single-Dain as Producer on the 2017 event, in return for her hiring Mr. Coy for the HTHP film editing work. Mr. Coy says the parties made that alleged agreement in 2017, although he does not say exactly when. Ms. Single-Dain denies making any agreement.
15. Mr. Coy bears the burden of proving that the parties agreed to a contract. Contracts do not need to be written and signed, but proving a verbal or implied contract can be more difficult. Here, there is no written contract in evidence, or any other written evidence from 2017 showing an agreement between the parties. Mr. Coy does not

suggest that a written contract existed. So, I infer Mr. Coy alleges that the parties agreed verbally in 2017 about event fill-in work in return for film editing work.

16. I find that other than Mr. Coy's allegations, there is no direct evidence showing the contents of any alleged 2017 agreement. There are no communication records showing the parties agreed about work on the event or HTHP, no witness statements supporting the existence of an agreement, or similar evidence.
17. Mr. Coy primarily relies on a single 2020 email from Ms. Single-Dain as proof of an alleged 2017 agreement. The parties do not deny that, apart from a casual inquiry in 2018, they did not communicate about HTHP between 2017 and 2020. Then, Mr. Coy emailed Ms. Single-Dain on July 6, 2020, saying he had discovered that she had "gone behind his back" and hired someone else to do the HTHP film editing work. He sought compensation for his alleged editing work to that date. Ms. Single-Dain replied that she was sorry, and had no idea Mr. Coy was interested in "continuing on this project." She said that she thought Mr. Coy did not want to work on it. In a September 7, 2020 email, Ms. Single-Dain told Mr. Coy that he had not been hired to edit HTHP, and that in any case the entire editing budget for the film was \$900. She said that as a token of good faith and professional courtesy, DFCS offered Mr. Coy \$200 as a sign of appreciation in return for signing a release. Mr. Coy declined the offer.
18. Mr. Coy says that the words "continuing on this project" in the July 8, 2020 email show that in 2017 Ms. Single-Dain had hired him to edit HTHP, although he does not say whether she did so on behalf of DFCS or in her personal capacity. Mr. Coy says this statement only makes sense if the parties had previously agreed he would do the editing work. I am not persuaded by this argument, particularly in light of the surrounding circumstances discussed below, and the lack of direct evidence showing what, if anything, the parties agreed to 2017.
19. Ms. Single-Dain says that in 2017 Mr. Coy sent her a draft budget quoting over \$4,000 for the HTHP editing work, and gave her a short film clip he had created as an example introduction to the film. She says the quality level and off-topic nature of the clip were partly what led her to not hire Mr. Coy, and she had no idea he thought he

had been hired for HTHP. I find the evidence shows that Ms. Single-Dain told Mr. Coy that HTHP was on hold, which I find it was at the time. While Ms. Single-Dain's language was soft in tone, I find she did not communicate to Mr. Coy that he was hired for the HTHP project. Similarly, I find Ms. Single-Dain's July 8, 2020 email used soft language to indicate that Mr. Coy had not been hired for the HTHP work.

20. Having weighed the evidence, I find that it fails to show Ms. Single-Dain ever accepted Mr. Coy's quotation or hired him to edit HTHP. Even if Ms. Single-Dain had hired Mr. Coy, I would have found she did so on behalf of her employer DFCS, and not in her personal capacity. I find that Ms. Single-Dain did not break an agreement by hiring someone else to edit HTHP, because there was no agreement for Mr. Coy to do that work.

21. I turn to the other part of the alleged 2017 agreement, that Mr. Coy would perform Ms. Single-Dain's 2017 event Producer duties. I find there is nothing in the evidence before me showing that the parties agreed to such fill-in work. Mr. Coy provided a questionnaire filled out by JS, a 2017 event stage manager, that said Mr. Coy's event title was "Producer". I find this is not determinative of whether Mr. Coy fulfilled any part of the Producer role described in Ms. Single-Dain's 2017 event contract with DFCS. There are no witness statements or 2017 event documents in evidence showing that Ms. Single-Dain agreed to let Mr. Coy perform any of her Producer duties. Ms. Single-Dain says she worked for the annual event for many years, and that she mentioned to Mr. Coy that, at a future event, she might want to delegate some of her duties. However, she says she did not actually delegate any duties to Mr. Coy in 2017. On balance, I find the evidence fails to show that the parties agreed Mr. Coy would fill in for Ms. Single-Dain as the 2017 event Producer.

22. Overall, I find Mr. Coy has not met his burden of proving that the parties agreed Mr. Coy would provide event fill-in work or HTHP editing work.

23. I considered whether Mr. Coy's claims for the fill-in work and editing work he allegedly performed resulted in what is known in law as "unjust enrichment." Mr. Coy may be entitled to compensation for unjust enrichment if he proves that Ms. Single-Dain was

enriched, that he suffered a corresponding deprivation or loss, and that there was no valid basis for the enrichment (as described in *Kosaka v. Chan*, 2009 BCCA 467).

24. For the reasons below, I find that Ms. Single-Dain was not enriched, so there was no unjust enrichment.
25. Mr. Coy recorded his 2017 event work time in a spreadsheet, but I find he did not clearly indicate whether any of the entries were for Ms. Single-Dain's Producer tasks, rather than his contracted Production Manager and Event Administration work. I find there are no witness statements or any other evidence showing that Mr. Coy performed any of Ms. Single-Dain's work. Ms. Single-Dain provided emails and meeting minutes that I find show her involvement as Producer in the 2017 event. I find the evidence fails to show that Mr. Coy performed any of Ms. Single-Dain's 2017 event Producer duties for her, so I find she was not enriched by Mr. Coy's event work.
26. Mr. Coy says he performed many hours of film editing on HTHP, and did 9 different versions of the film that he passed back and forth with Ms. Single-Dain in 2017. Although Mr. Coy submitted 2 similar film versions, I find there is no evidence showing that he provided any alleged film versions to Ms. Single-Dain before this CRT dispute. Ms. Single-Dain says she gave Mr. Coy a working copy of HTHP so he could determine whether he was interested in the editing work, but that he did not actually re-edit the film, and she did not request such work. She says the alleged film edits are Mr. Coy's introduction inserted before the HTHP footage she provided to Mr. Coy.
27. I find there is no evidence before me showing that the parties discussed Mr. Coy doing any specific film edits. On balance, I find the evidence, including Mr. Coy's own January 12, 2021 Statement of Work Completed for HTHP, shows that Mr. Coy's "editing work" likely consisted mostly of duplicating existing film edits in a different software package and file format than was given to him. Further, I find that evaluating the alleged film edits is a subject outside of ordinary knowledge that requires expert evidence to prove (see *Bergen v. Guliker*, 2015 BCA 283). I find there is no expert evidence before me here.

28. In any case, the parties do not dispute that HTHP did not use any of Mr. Coy's alleged editing work or the introduction clip he created for the film on his own initiative. Further, even if that alleged work had been used by the HTHP production, I find it likely that the film's owner, DFCS, would have been enriched, and not Ms. Single-Dain personally. So, I find that Ms. Single-Dain was not enriched by Mr. Coy's alleged HTHP editing work.

29. I find there was no agreement between the parties for Mr. Coy's claimed work on the 2017 event or HTHP, and that Ms. Single-Dain was not unjustly enriched by this alleged work. So, I find there is no basis for compensating Mr. Coy. I dismiss Mr. Coy's claims.

## **CRT FEES AND EXPENSES**

30. 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. Ms. Single-Dain was successful here, but paid no CRT fees and requested no CRT dispute-related expenses. So, I order no fee or expense reimbursements.

## **ORDERS**

31. I dismiss Mr. Coy's claims, and this dispute.

---

Chad McCarthy, Tribunal Member