



Civil Resolution Tribunal

Date Issued: May 12, 2021

File: SC-2020-009707

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Randhawa dba Costcutters v. Khan*, 2021 BCCRT 486

BETWEEN:

HARDEEP RANDHAWA (Doing Business As COSTCUTTERS)

APPLICANT

AND:

YASMIN KHAN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This is a final decision of the Civil Resolution Tribunal (CRT), further to a preliminary referral on the question of whether the applicant, Hardeep Randhawa (Doing Business as Costcutters), is out of time to bring his claim against the respondent, Yasmin Khan. This is not a decision on the merits of the applicant's claim.

2. As background, the applicant says the respondent agreed to pay \$3,800 for countertop installation and other services, but only paid a \$1,000 deposit. The applicant asks for an order that the respondent pay him the outstanding \$2,800. The respondent says the applicant received the full \$3,800 and denies that there is any payment outstanding. As referenced above, the respondent also says the applicant's claim is out of time.
3. The parties are self-represented.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. 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. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
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 is whether the applicant is out of time to bring his claim against the respondent.

EVIDENCE AND ANALYSIS

9. As noted above, the applicant claims that the respondent owes him \$2,800. The respondent says the applicant received the full \$3,800 for his services in the form of cash payments approximately three years ago.
10. The CRT invited the parties to make submissions about whether the applicable limitation period for the dispute had expired. The respondent submitted that the limitation period for this claim has passed. The applicant did not provide any submissions.
11. A limitation period is a period in which a person may bring a claim. If that period expires, the right to bring the claim ends, even if the claim would have been successful. The current version of British Columbia's *Limitation Act* came into force on June 1, 2013, and contains a 2-year limitation period that starts to run on the day on which the day on which the claim is discovered or ought to have been discovered with reasonable diligence.
12. According to the Dispute Notice, the applicant became aware of the claim in April of 2018. I find the 2-year limitation period started to run in April of 2018 and expired in April of 2020. Therefore, the limitation period had expired by the time the applicant made his application to the CRT in December of 2020.

13. As the limitation period has expired, the applicant no longer has the right to pursue these claims against the respondent. I find the dispute is statute-barred by the *Limitation Act*. So, I dismiss the applicant's claim.
14. Under section 49 of the CRTA and CRT rules, the CRT generally will order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. As the applicant was unsuccessful, I dismiss his claim for reimbursement of CRT fees and dispute-related expenses. The respondent did not pay CRT fees or claim any dispute-related expenses.

ORDER

15. I dismiss the applicant's claims and this dispute.

Lynn Scrivener, Tribunal Member