



Civil Resolution Tribunal

Date Issued: May 21, 2021

File: SC-2020-007553

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Moga Truck Repair (2017) Ltd. v. Manjot*, 2021 BCCRT 551

BETWEEN:

MOGA TRUCK REPAIR (2017) LTD.

APPLICANT

AND:

SIDHU MANJOT

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about an unpaid invoice for automotive repairs. The applicant, Moga Truck Repair (2017) Ltd. (Moga), says the respondent, Sidhu Manjot, hired it for repair and inspection work on a truck and pony trailer. I will refer to the respondent as Mr.

Sidhu as he advised Civil Resolution Tribunal (CRT) staff his first and last names were reversed in CRT documents. CRT staff advised Moga of this, but Moga declined to amend the Dispute Notice.

2. Moga says Mr. Sidhu has not paid the March 7, 2020 invoice for trailer repairs. Moga seeks an order for \$3,640.14.
3. Mr. Sidhu disagrees. He says Moga repaired the truck to a satisfactory standard and he paid for this work. He alleges that Moga never completed the pony trailer work, so no money is owing.
4. An employee or principal represents Moga. Mr. Sidhu represents himself.
5. For the reasons that follow, I find Moga has proven its claims and order Mr. Sidhu to pay the amounts set out below.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.

8. 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.
9. 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.

Late Evidence

10. Moga provided late evidence in this dispute. Mr. Sidhu did not object and had the opportunity to review the evidence and provide submissions and evidence in response. I find the evidence relevant to this dispute. Consistent with the CRT's mandate that includes flexibility, I find there is no actual prejudice to Mr. Sidhu in allowing the late evidence.

ISSUE

11. The issue in this dispute is whether Moga completed work on the pony trailer and if so, what remedy is appropriate.

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, Moga as the applicant must prove its claims on a balance of probabilities. I have reviewed all the parties' submissions and evidence, but only comment on them as necessary to explain my decision. Mr. Sidhu completed a Dispute Response but chose not to provide any evidence or submissions.
13. I begin with the undisputed background facts. In February 2020 Mr. Sidhu brought his truck in for repairs and an annual inspection. Mr. Sidhu was satisfied with the work and paid \$1,085.30 to Moga.

14. On March 7, 2020, Mr. Sidhu brought a Neils 1979 pony trailer to Moga for inspection and repairs. An individual named TGM towed the trailer to Moga's business on Mr. Sidhu's behalf.
15. At some point TGM signed a March 7, 2020 estimate. It outlined the work that Moga said had to be done on the trailer. Some of the work described was marked "DONE" and other work was marked "DOING". Moga left the estimated price blank. TGM signed an area to show he authorized Moga's work and use of the materials outlined in the estimate.
16. Moga invoiced Mr. Sidhu on March 7, 2020. The invoice provided a detailed breakdown of parts and tasks completed. The total payable was \$3,640.14, due on March 14, 2020. Moga did not require Mr. Sidhu to pay it at the time, so TGM picked up the trailer and left with it that day. Moga then emailed a copy of the invoice to Mr. Sidhu on March 8, 2020. There is no indication that Mr. Sidhu replied to this email.
17. The parties dispute whether Moga completed any repairs on the trailer. On balance, I find it likely that Moga completed the inspection and repairs described in the invoice. When Moga emailed Mr. Sidhu on June 2, 2020 to remind him to pay, Mr. Sidhu replied the next day. He did not complain about any incomplete work. Instead, he told Moga, "don't worry", as he was waiting for a cheque from a customer, which he expected in 2 weeks or that month. He added, "patience please". Based on Mr. Sidhu's reply, I find it likely that Moga completed the described work and Mr. Sidhu refused to pay for other reasons.
18. Other evidence is consistent with my conclusion. As noted earlier, TGM signed the estimate indicating that work was in progress on the trailer, and some of it was already completed. Moga provided a copy of an inspection report it filled out. The report describes the trailer at issue, and shows an inspector, MD, completed the inspection at Moga's facilities. I note the report is dated March 5, 2020, which is 2 days before TGM brought the trailer to Moga. The parties did not explain this discrepancy. Despite this, I am otherwise satisfied by the evidence that Moga completed the work described in the invoice.

19. I also reach this conclusion in part because Mr. Sidhu did not provide any evidence or reply to Mr. Sidhu's arguments. I therefore did not find his statements in the Dispute Response to be persuasive. For these reasons, I order Mr. Sidhu to pay Moga \$3,640.14 for work done.
20. The *Court Order Interest Act* applies to the CRT. Moga is entitled to pre-judgment interest on the \$3,640.14 debt from March 14, 2020, the date of the invoice was due, to the date of this decision. This equals \$35.69.
21. 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 Moga is entitled to reimbursement of \$175 in CRT fees. Moga did not claim for any dispute-related expenses, so I order none.

ORDERS

22. Within 14 days of the date of this order, I order Mr. Sidhu to pay Moga a total of \$3,850.83, broken down as follows:
 - a. \$3,640.14 in debt,
 - b. \$35.69 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
23. Moga is entitled to post-judgment interest, as applicable.
24. 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.

25. 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.

David Jiang, Tribunal Member